

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

LARRY WHISTLER)
a/k/a LARRY ZBYSZKO)
a/k/a THE LIVING LEGEND,)
an individual,)

Plaintiff,)

vs.)

WORLD WRESTLING)
ENTERTAINMENT, INC., a Delaware)
Corporation, VINCE MCMAHON, an)
individual, CHRIS IRVINE a/k/a)
CHRIS JERICHO, a/k/a JERICHO, an)
individual,)

Defendants.)

Civil Action No. 1 02-CV-1008-CC

FILED IN CLERK'S OFFICE
U.S.D.C. N.D. GA.

LUTHER D. ... Clerk
By: [Signature] Deputy Clerk

MOTION TO DISMISS CLAIMS AGAINST
DEFENDANTS VINCE McMAHON AND CHRIS IRVINE
FOR LACK OF PERSONAL JURISDICTION

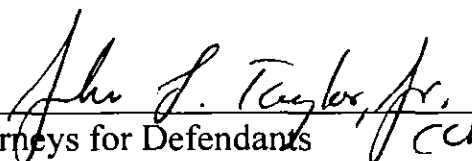
Defendants Vince McMahon and Chris Irvine hereby respectfully move this Court, pursuant to Fed. R. Civ. P. 12(b)(2), to dismiss the claims against them on the basis that they are not subject to personal jurisdiction in this forum. In support of this Motion, Messrs. McMahon and Irvine respectfully submit the following Exhibits:

- Exhibit 1 - First Interrogatories on Personal Jurisdiction Issue Submitted by Defendants Vince McMahon and Chris Irvine
- Exhibit 2 - Plaintiff's Response to First Interrogatories on Personal Jurisdiction Issue

- Exhibit 3 - Deposition of Larry Whistler
- Exhibit 4 - Deposition of Vince McMahon
- Exhibit 5 - Videotape of January 20, 2002 Royal Rumble (filed separately)
- Exhibit 6 - Deposition of Chris Irvine
- Exhibit 7 - Affidavit of Melissa Manso

This Motion is based on the foregoing Exhibits, the pleadings herein, and all other matters of record. The grounds for this Motion are set forth more fully in the Memorandum filed contemporaneously herewith. Messrs. McMahon and Irvine hereby respectfully reserve their defense of lack of personal jurisdiction and make this appearance solely for the limited purpose of asserting that defense.

Respectfully submitted,



Attorneys for Defendants (ccm)
Vince McMahon, and Chris Irvine, a/k/a
Chris Jericho, a/k/a Jericho

John L. Taylor, Jr.
Georgia Bar No. 700400
Celeste McCollough
Georgia Bar No. 487013
CHOREY, TAYLOR & FEIL
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3399 Peachtree Road, N.E.
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Of Counsel:

Jerry S. McDevitt
Curtis B. Krasik
Kirkpatrick & Lockhart
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, Pennsylvania 15222
(412) 355-6500
(412) 355-6501 (fax)

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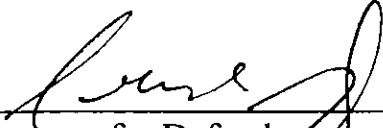
CERTIFICATE OF SERVICE

I hereby certify that on this day I served opposing counsel(s) of record with the
foregoing ***MOTION TO DISMISS CLAIMS AGAINST DEFENDANTS VINCE
McMAHON AND CHRIS IRVINE FOR LACK OF PERSONAL JURISDICTION***
via U.S. First Class Mail postage pre-paid to the following address:

Joel D. Myers, Esq.
Myers and Associates, P.C.
1827 Powers Ferry Road
Building 3, Suite 200
Atlanta, Georgia 30339

Ben C. Brodhead, Esq.
Ben C. Brodhead, P.C.
235 Peachtree Street, N.E.
Suite 400
Atlanta, Georgia 30303

This 13th day of February 2003.



Attorneys for Defendants
Vince McMahon, and Chris Irvine, a/k/a
Chris Jericho, a/k/a Jericho

Celeste McCollough
Georgia Bar No. 487013
CHOREY, TAYLOR & FEIL
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EXHIBIT / ATTACHMENT

1

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IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

LARRY WHISTLER)
a/k/a LARRY ZBYSZKO)
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Corporation, VINCE MCMAHON, an)
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CHRIS JERICHO, a/k/a JERICHO, an)
individual,)

Defendants.)

FILE COPY

Civil Action No. 1 02-CV-1008-CC

FIRST INTERROGATORIES
ON PERSONAL JURISDICTION ISSUE
SUBMITTED BY DEFENDANTS VINCE McMAHON AND CHRIS IRVINE

Defendants Vince McMahon and Chris Irvine, by and through their undersigned attorneys, without waiving their defense of lack of personal jurisdiction, but in express reliance thereon, pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and this Court's Order dated November 25, 2002, serve the following First Interrogatories on Personal Jurisdiction Issue for response by Plaintiff within thirty (30) days. You are requested and required to answer these

Interrogatories separately and fully in writing under oath and to serve a copy of said answers upon the undersigned within 30 days after service hereof.

DEFINITIONS AND INSTRUCTIONS

The following definitions are applicable to terms employed in these Interrogatories:

1. "You" and "your" refer to the party to whom these interrogatories are addressed, as well as said party's agents, servants, employees or representatives. Information sought in these Interrogatories from you shall include information within the knowledge or possession of your agents and employees, attorneys, accountants, investigators (including investigators for your attorneys), and any other persons or firms directly or indirectly subject to your control in any way whatsoever.

2. "Person" or "persons" shall include any partnership, corporation, joint venture or other entity and shall also include any natural person or any government or governmental body, commission, board or agency.

3. "Document" means any written, recorded or graphic matter, however produced or reproduced, and whether or not now in existence, including but not limited to, correspondence, telegrams, photographs, notes or sound or visual recordings of any type of personal or telephone conversations, or of meetings or conferences, electronic mail, minutes of directors or committee meetings,

memoranda, inter-office communications, studies, analyses, reports, results of investigations, reviews, contracts, agreements, working papers, statistical records, ledgers, books of account, financial statements and journals, vouchers, bank checks, invoices, receipts, computer data, stenographer's notebooks, desk calendars, appointment books, and diaries or papers similar to any of the foregoing, however denominated. It includes all matter that relates or refers in whole or in part to the subjects referred to in an Interrogatory. If a document has been prepared in several copies, or additional copies have been made, and the copies are not identical (or which, by reason of subsequent modification, are no longer identical), each non-identical copy is a separate "document."

4. "Identify" or a request to state the "identity" of some person or thing means:

(a) Wherever in these Interrogatories you are asked to "identify" or state the "identity" of a document, you shall specifically designate the type of document (i.e., letter, interoffice memorandum, report, etc.) and shall state information sufficient to enable the undersigned to identify the document, such as its date, the name of the addressee or addressees, the name of the signer or signers, the title or heading of the document, and its approximate number of pages; the identity and the address or addresses of the persons to whom copies were sent; and the present or

last known location of the possessor of the original of the document (or, if that is unavailable, the most legible copy).

(b) Wherever in these Interrogatories you are asked to "identify" or state the "identity" of a person, you shall furnish information sufficient to enable the undersigned to identify the person, including: (i) in the case of a natural person, the person's name, present whereabouts (home address, employment address, telephone number), present position, prior relevant positions the person had held and similar identifying information; and (ii) in the case of an unnatural person or entity, the person's name, address, principal place of business, and the identity of any officer, representative, or agent of such person having knowledge or information concerning the subject matter of this Interrogatory.

(c) Wherever in these Interrogatories you are asked to "identify" or state the "identity" of a communication, you shall indicate the date thereof, whether the communication was oral or written, (or, if the oral communication was recorded in any manner in a document) identify the person or persons who sent, received or had knowledge of the communication, and state the information communicated.

5. If you cannot answer any portion of the following Interrogatories in full, after exercising due diligence to secure the information to do so, so state, and answer to the extent possible, specifying your inability to answer the remainder,

and stating whatever information or knowledge you have concerning the unanswered portions.

6. If you claim privilege as to any document or communication as to which information is requested by these Interrogatories or as to any answer requested by these Interrogatories, specify the privilege claimed, the document, communication and/or answer as to which that claim is made, the topic discussed in the document or communication, and the basis on which you assert that claim.

7. Each Interrogatory should be separately answered, Interrogatories should not be combined for the purpose of supplying a common answer, and answers should not be supplied by reference to the answers of another Interrogatory, unless the answer is completely identical to the answer referred to.

8. These Interrogatories are continuing in nature, so as to require you to file supplementary answers if you obtain further or different information before trial.

9. Unless otherwise indicated, these Interrogatories refer to the time, place and circumstances of the occurrences mentioned or complained of in the pleadings.

INTERROGATORIES

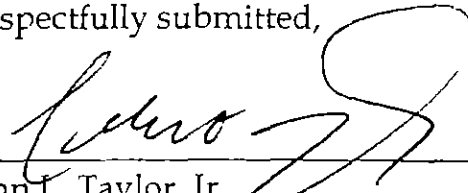
1.

State each and every fact upon which you base your contention that the Defendant Vince McMahon is subject to personal jurisdiction in this Court.

2.

State each and every fact upon which you base your contention that the Defendant Chris Irvine a/k/a Chris Jericho a/k/a Jericho is subject to personal jurisdiction in this Court.

Respectfully submitted,



John L. Taylor, Jr.

Georgia Bar No. 700400

Celeste McCollough

Georgia Bar No. 487013

CHOREY, TAYLOR & FEIL

The Lenox Building, Suite 1700

3399 Peachtree Road, N.E.

Atlanta, Georgia 30326

Phone: (404) 841-3200

Telecopier: (404) 841-3221

Attorneys for Defendants

Vince McMahon, and Chris Irvine, a/k/a

Chris Jericho, a/k/a Jericho

Of Counsel:

(Applications to appear *pro hac vice* in process)

Jerry S. McDevitt

Curtis B. Krasik

Kirkpatrick & Lockhart

Henry W. Oliver Building

535 Smithfield Street

Pittsburgh, PA 15222

(412) 355-6500

(412) 355-6501 (fax)

CERTIFICATION

Pursuant to Local Rule 7.1D, counsel for Defendants hereby certify that this document has been prepared with Book Antigua (13 point).

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

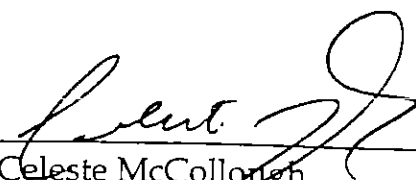
LARRY WHISTLER)	
a/k/a LARRY ZBYSZKO)	
a/k/a THE LIVING LEGEND,)	
an individual,)	
)	Civil Action No. 1 02-CV-1008-CC
Plaintiff,)	
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vs.)	
)	
WORLD WRESTLING)	
ENTERTAINMENT, INC., a Delaware)	
Corporation, VINCE MCMAHON, an)	
individual, CHRIS IRVINE a/k/a)	
CHRIS JERICHO, a/k/a JERICHO, an)	
individual,)	
)	
Defendants.)	
)	

CERTIFICATE OF SERVICE

A copy of the First Interrogatories on Personal Jurisdiction Issue Submitted by Defendants Vince McMahon and Chris Irvine was served by telecopier and hand delivery upon the following:

Joel D. Myers, Esq.
Myers and Associates, P.C.
1827 Powers Ferry Road
Building 3, Suite 200
Atlanta, Georgia 30339
Telecopier: (770) 541-7448

This 18th day of December, 2002.



Celeste McCollough
Georgia Bar No. 487013
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EXHIBIT / ATTACHMENT

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ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

LARRY WHISTLER)	
a/k/a LARRY ZBYSZKO)	
a/k/a THE LIVING LEGEND,)	
an individual,)	
)	
Plaintiff,)	
)	Civil Action
)	No. 1-02-CV-1008
v.)	
)	
WORLD WRESTLING FEDERATION)	
ENTERTAINMENT, INC., a Connecticut)	
Corporation, VINCE MCMAHON,)	
an individual, CHRIS IRVINE a/k/a)	
CHRIS JERICHO, a/k/a JERICHO, an)	
individual,)	
)	
Defendants.)	

PLAINTIFF'S RESPONSE TO FIRST INTERROGATORIES ON PERSONAL
JURISDICTION ISSUE SUBMITTED BY DEFENDANTS
VINCE MCMAHON AND CHRIS IRVINE

COMES NOW the Plaintiff, LARRY WHISTLER a/k/a LARRY ZBYSZKO a/k/a THE LIVING LEGEND (hereinafter "Plaintiff") in the above referenced action and responds to Defendants Vince McMahon and Chris Jericho's (hereinafter "Defendants") First interrogatories to Plaintiff as follows:

RESPONSES TO SPECIFIC NUMBERED PARAGRAPHS:

1.

Defendant McMahon made a personal appearance and personally wrestled at ROYAL RUMBLE 2002 in Atlanta, Georgia on or about January 20, 2002 at Philips Arena. Defendant Vince McMahon has transacted business within the State of Georgia on or about January 20, 2002 at Philips Arena. Defendant McMahon derived revenues from his personal appearance within the State of Georgia on or about January 20, 2002. As chairman of WWE, Defendant Vince McMahon has participated and caused the unauthorized infringement of Plaintiff's mark within the State of Georgia by broadcasting pay-per-view events and televised weekly shows on MTV, TNN and UPN, wherein said pay-per-view and weekly televised shows are broadcast within the State of Georgia. Defendant McMahon has authorized pay-per-view events broadcast within the State of Georgia. Defendant McMahon has directed that magazines be distributed (i.e., WORLD WRESTLING MAGAZINE) within the State of Georgia, wherein the July 2002 issue of WORLD WRESTLING MAGAZINE (page 10) makes unauthorized use of Plaintiff's mark. Defendant Vince McMahon has personally appeared in said pay-per-view wrestling events and said weekly

televised shows that have been broadcast within the State of Georgia.

2.

Defendant Irvine personally wrestled at ROYAL RUMBLE on January 20, 2002 in Atlanta, Georgia at Philips Arena. Defendant Irvine has participated in wrestling events broadcast into Georgia via television and pay-per-view as specified above. Defendant Irvine has promoted himself as the "LIVING LEGEND", wherein he knew or should have known was to be broadcast or sent into the State of Georgia.

Respectfully submitted,

Myers & Kaplan,
Intellectual Property Law L.L.C.

Dated: January 21, 2003

By: 

Joel D. Myers
Attorney for Plaintiff
State of Georgia Bar No. 533147
Barry E. Kaplan, Of Counsel
Georgia Bar No. 406805

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CERTIFICATION

Pursuant to Local Rule 7.1D, counsel for Defendants hereby certify that this document has been prepared with Courier New (12 point).



EXHIBIT / ATTACHMENT

3

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In The Matter Of:

*LARRY WHISTLER, et al. v.
WORLD WRESTLING FEDERATION, et al.*

*LARRY WHISTLER
January 27, 2003*

*VIDEOTAPE
DEPOSITION*

*BROWN REPORTING, INC.
ATLANTA, AUGUSTA, COLUMBUS, MACON, ROME & SAVANNAH
1740 PEACHTREE STREET, N.W.
ATLANTA, GA USA 30309
(404) 876-8979 or (800) 637-0293*

*Original File 0127WHIS.ASC, 62 Pages
Min-U-Script® File ID: 2415824577*

Word Index included with this Min-U-Script®

Page 1

[1] IN THE UNITED STATES DISTRICT COURT
[2] FOR THE NORTHERN DISTRICT OF GEORGIA
[3] ATLANTA DIVISION
[4] LARRY WHISTLER a/k/a)
[5] LARRY ZBYSZKO a/k/a)
[6] THE LIVING LEGEND, an)
[7] individual,)
[8] Plaintiff,)
[9]) CIVIL ACTION
[10] vs.)
[11]) FILE NO. 1-02-CV-1008
[12] WORLD WRESTLING FEDERATION)
[13] ENTERTAINMENT, INC., a)
[14] Connecticut corporation,)
[15] VINCE MCMAHON, an)
[16] individual, CHRIS IRVINE)
[17] a/k/a CHRIS JERICHO, a/k/a)
[18] JERICHO, an individual,)
[19] Defendants.)
[20]
[21] VIDEOTAPE DEPOSITION OF
[22]
[23] LARRY WHISTLER
[24]
[25] January 27, 2003
12:00 noon
Building 3, Suite 200
1827 Powers Ferry Road
Atlanta, Georgia
Colleen B. Seidl, CCR-B-1113, RPR, CRR

Page 2

[1] APPEARANCES OF COUNSEL
[2]
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[8] Atlanta, Georgia 30303
[9] JOEL D. MYERS, Esq.
[10] Meyers & Kaplan
[11] Building 3, Suite 200
[12] 1827 Powers Ferry Road
[13] Atlanta, Georgia 30339
[14] On behalf of the Defendants:
[15] CURTIS B. KRASIK, Esq.
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[18] 535 Smithfield Street
[19] Pittsburgh, PA 15222-2312
[20] CELESTE MCCOLLOUGH, Esq.
[21] Chorey, Taylor & Feil
[22] The Lenox Building, Suite 1700
[23] 3399 Peachtree Road, N.E.
[24] Atlanta, Georgia 30326-1148
[25] THE VIDEOGRAPHER: Mr. John Tyler

Page 3

[1] (Reporter disclosure made pursuant to
[2] Article 8.B. of the Rules and Regulations
[3] of the Board of Court Reporting of the
[4] Judicial Council of Georgia.)
[5] LARRY WHISTLER,
[6] having been first duly sworn, was examined and
[7] testified as follows:

[8] **EXAMINATION**

[9] **BY MR. KRASIK:**

[10] **Q:** Good morning, Mr. Whistler. As I
[11] introduced you outside, my name is Kirk Krasik, my
[12] colleague is Celeste McCollough. Together we're
[13] counsel for World Wrestling Entertainment, Inc.,
[14] Vince McMahon and Chris Irvine.

[15] Before we get started, some technical
[16] matters for the record. By appearing today we
[17] obviously are not waiving our arguments of personal
[18] jurisdiction with respect to Mr. McMahon and
[19] Mr. Irvine, and we are specifically appearing
[20] pursuant to the Court's order of December 31, 2002,
[21] governing discovery on the personal jurisdiction
[22] issue.

[23] Mr. Whistler, as your counsel may have
[24] explained to you, today's deposition will be limited
[25] to personal jurisdiction whether Mr. McMahon and

Page 4

[1] Mr. Irvine should appear in court in Georgia; and
[2] once that issue is resolved, we will take your
[3] deposition again on the merits of the case as a
[4] whole.

[5] Pursuant to Georgia procedure, I guess I'm
[6] notifying that this is a deposition for
[7] cross-examination. Any other technicalities?

[8] **MS. MCCOLLOUGH:** No, I think that's
[9] all.

[10] **Q:** (By Mr. Krasik) Mr. Whistler, have
[11] you been deposed before?

[12] **A:** No.

[13] **Q:** No. This is a question and answer. As
[14] may have been explained to you, this is a question
[15] and answer session. Please make sure that your
[16] responses are audible even though we are on video so
[17] that madame court reporter can take down what you're
[18] saying.

[19] I would also ask that you let me finish my
[20] question; that I, of course, will let you finish your
[21] answer so that we're not talking over each other.

[22] **A:** It sounds fair.

[23] **Q:** And if you have any questions, please
[24] don't hesitate to ask and I will try to restate the
[25] question more clearly for you. And of course, if you

Page 5

[1] would like to take a break at any point, please let
[2] us know and we'll try to accommodate your question.

[3] Do you have any questions at this point?

[4] **A:** No.

[5] **Q:** Can you tell us where you live,
[6] Mr. Whistler?

[7] **A:** 425 Red Jacket Way, Alpharetta, Georgia.

[8] **MR. BRODHEAD:** I apologize for, but I
[9] would like to interject that by agreement
[10] of counsel, all objections except to the
[11] form of the question and the responsiveness
[12] of the answer are reserved until the time
[13] of the use of the deposition, if that's
[14] agreeable with counsel?

[15] **MR. KRASIK:** Agreed.

[16] **MR. BRODHEAD:** Thank you.

[17] **Q:** (By Mr. Krasik) For those of us not from
[18] around here, could you generally describe where
[19] Alpharetta is?

[20] **A:** Alpharetta is about — a suburb 30 miles
[21] north of Atlanta, 25 miles north.

[22] **Q:** And so presumably you stayed at your house
[23] last night, you didn't have to stay at a hotel for
[24] this deposition; is that right?

[25] **A:** Right.

Page 6

[1] **Q:** About how long did it take you to drive
[2] here today?

[3] **A:** Well, 400 is a nasty road sometimes, but
[4] today wasn't too bad, so about 35 minutes.

[5] **Q:** And do you have homes anywhere else in the
[6] country, Mr. Whistler?

[7] **A:** No, not at this time.

[8] **Q:** Where you have had homes in the past? Let
[9] me rephrase the question. As your — when your
[10] primary residence was in Alpharetta, did you ever
[11] have homes anywhere else in the country?

[12] **A:** No.

[13] **Q:** Can you tell us what your employment is
[14] today, sir?

[15] **A:** Well, I'm a professional wrestler and
[16] that's what I have been my whole life, and right now
[17] I'm still wrestling for independent shows. I wrestle
[18] for the NWAT out of Nashville every Wednesday now.
[19] And still because of my name, I do appearances and
[20] autograph sessions and memorabilia shows, and then my
[21] livelihood like it's always been.

[22] **Q:** And you said, sir, that you're wrestling
[23] in Nashville every Wednesday?

[24] **A:** Yeah. We started that last week and we'll
[25] be doing it every Wednesday for the NWA group that's

Page 7

[1] recently sprouted up.
[2] Q: Are you — other than the one day in
[3] Nashville, are you on average, do you travel at any
[4] other days of the week?
[5] A: Yeah. I mean I fly out and go all over
[6] the place. It depends who calls. There's
[7] independent promoters all over the country, sometimes
[8] overseas. But this Friday I'm flying out to do a
[9] show out in Cincinnati, Ohio.
[10] Q: On the average, sir, out of a 30-day
[11] month, could you tell us how many days you're on the
[12] road?
[13] A: It varies, because, you know, the
[14] independents — a lot of people run the shows, but
[15] they all want you to Saturday. So anywhere from
[16] maybe three to six, you know, shots a month.
[17] Q: And, sir, are you the owner of any
[18] corporations?
[19] A: No.
[20] Q: Let me be more specific. I know that a
[21] lot of talent in the industry have loan out
[22] corporations for their services. Do you have any
[23] kind of loan out corp? Are you the owner of any loan
[24] out corporation for your services?
[25] A: No.

Page 8

[1] MR. BRODHEAD: And did you understand
[2] what a loan out corporation is?
[3] THE WITNESS: Not really.
[4] MR. BRODHEAD: Okay, and I'm going to
[5] just for the record here, because he's not
[6] been in a deposition before. If there's
[7] ever a time that you don't understand a
[8] question or a term, it's important that you
[9] ask him to explain that term.
[10] THE WITNESS: Okay.
[11] MR. BRODHEAD: And so if you don't
[12] understand a loan out corporation, I'm
[13] certain that we'll explore that now.
[14] Q: (By Mr. Krasik) My definition, if you're
[15] not the owner of any corporation, you're not familiar
[16] with it, I think that answers the question.
[17] That would be a corporation of which you
[18] were the owner, principal owner, that enters into
[19] contracts for your services. You're not involved in
[20] any kind of relationship like that?
[21] A: Well, I'm an independent contractor.
[22] Right now I'm not under contract to anybody
[23] specifically. I just independently for different
[24] people all the time.
[25] Q: Okay. Thank you, sir.

Page 9

[1] A: If that makes any sense.
[2] Q: Mr. Whistler, can you tell us, have you
[3] had any communication, have you spoken to Vince
[4] McMahon in the last five years?
[5] A: I haven't spoken to Vince McMahon in 20
[6] years.
[7] Q: Have you spoken to Chris Irvine in the
[8] last five years?
[9] A: Maybe a wee bit when he was with WCW down
[10] here out of Atlanta, when Turner/Time Warner and
[11] Jericho was one of our younger guys starting off and
[12] I was, you know, with WCW for twelve years. So I
[13] probably did talk to him some years ago.
[14] Q: Since Mr. Irvine came to WWE, have you
[15] spoken to him?
[16] A: No, I haven't.
[17] Q: Sir, have you spoken to anyone at World
[18] Wrestling Entertainment about this lawsuit?
[19] A: About the lawsuit, no.
[20] Q: Have you spoken to anyone — Strike that.
[21] Have you spoken to anyone at World
[22] Wrestling Entertainment about the facts underlying
[23] this lawsuit, your allegation that the company, the
[24] defendants have used your trademark "Living Legend"?
[25] A: Well, I have. When they first started

Page 10

[1] using my trademark, I spoke to Mr. Jim Ross, who is
[2] your vice president of talent and an associate of
[3] mine, you know, from years and years and at that time
[4] I said "Jim, you know you guys are using my
[5] trademark, my phone is ringing off the wall." I
[6] said, "People think I'm coming up to work for you
[7] guys," I said, "but because your ratings are low and
[8] your business is down," I said, "we've got a hell of
[9] a shot to do some good business here."
[10] And I talked to Jim and ran some ideas by
[11] him, and he said he would run it by Vince, because
[12] Vince is the guy. But then, of course, I didn't get
[13] a reply from Jim. I just got a call from
[14] Mr. Kaufman. So that was the last I talked to
[15] anybody in the WWE.
[16] Q: And do you recall approximately when that
[17] took place, that conversation took place?
[18] A: With J.R.?
[19] Q: Yes.
[20] A: December.
[21] Q: And that would be December 2001?
[22] A: That would be December 2001. Probably
[23] sometime, I'm not exactly sure, middle, second, third
[24] week in December. I'm pretty sure it was before
[25] Christmas.

Page 11

[1] Q: And when you refer to some ideas that you
[2] discussed with Mr. Ross, can you be any more spec —
[3] what did those ideas pertain to?

[4] MR. BRODHEAD: And I'm going to
[5] object at least just to question this. I
[6] know that we're limited to jurisdiction
[7] only in this one, and this seems to be
[8] going into substantive matters that are —
[9] and if there's some basis for this being
[10] related to jurisdiction, I understand, but
[11] I think this sounds more like substantive
[12] questions.

[13] MR. KRASIK: I don't intend to get
[14] into substance and I don't intend to take
[15] this very far. I was just now asking what
[16] the substance of that communication with
[17] Mr. Ross was and then we're going to leave
[18] the topic.

[19] MR. BRODHEAD: Okay.

[20] THE WITNESS: Should I answer that?

[21] MR. BRODHEAD: Yes. Go ahead.

[22] THE WITNESS: Well, the subject was
[23] basically how the WWF at the time, now the
[24] WWE, and myself could work out a business
[25] deal and make a lot of money together;

Page 12

[1] because when they had taken my trademark,
[2] they opened the door to a great
[3] possibility. Obviously they just refused
[4] to use it and then started the legalities.

[5] Q: (By Mr. Krasik) And when you say "make a
[6] great deal of money together," are you referring to
[7] you performing for WWE?

[8] A: Oh, yeah. I ran by ideas involving my
[9] participation in the WWE.

[10] MR. KRASIK: Do you have exhibit
[11] stickers?

[12] THE COURT REPORTER: What kind would
[13] you like? I have Plaintiff's, I have —

[14] MR. KRASIK: These would be
[15] Defendants.

[16] THE COURT REPORTER: Okay.

[17] MR. KRASIK: Thank you.

[18] (Whistler Exhibits 1 and 2 were marked
[19] for identification.)

[20] MR. KRASIK: This is going to be
[21] Exhibit 1 and Exhibit 2, I'm going to hand
[22] them to the witness together.

[23] MR. BRODHEAD: Go ahead.

[24] Q: (By Mr. Krasik) Mr. Whistler, I'm going
[25] to show you two documents that have been marked as

Page 13

[1] Zbyszko Exhibit 1 — Strike that.

[2] MR. BRODHEAD: Should we just go with
[3] Defendant's 1 and Defendant's 2.

[4] MR. KRASIK: I prefer to mark it by
[5] name just because I find it's easier to run
[6] through, if that's okay.

[7] Q: (By Mr. Krasik) Whistler Exhibit 1 are
[8] the first interrogatories of personal jurisdiction
[9] issues submitted by defendants Vince McMahon and
[10] Chris Irvine.

[11] Whistler Exhibit 2 are Plaintiff's
[12] response to first interrogatories on personal
[13] jurisdiction issues submitted by defendants Vince
[14] McMahon and Chris Irvine.

[15] Take a minute, sir, to refresh your, to
[16] read the documents.

[17] A: Plaintiff's response.

[18] Q: If I could specifically direct your
[19] attention, sir. Please take as much time as you
[20] need, but to specifically direct your attention to
[21] page 5 of Whistler Exhibit 1, what's marked as
[22] Interrogatory 1. Is it clear to you where we are,
[23] sir?

[24] A: I think I wasn't very good in school
[25] either.

Page 14

[1] MR. BRODHEAD: It's going to be this
[2] interrogatory here.

[3] THE WITNESS: Okay.

[4] MR. BRODHEAD: And then it's going to
[5] be the response. This will be the response
[6] to that question.

[7] THE WITNESS: Okay.

[8] Q: (By Mr. Krasik) And, sir, since it's
[9] long, I'll read it into the record, but I want you to
[10] confirm that it's what I'm reading is accurate, if
[11] you would, please.

[12] A: Okay.

[13] Q: That Interrogatory 1 reads:

[14] "State each and every fact upon which
[15] you base your contention that the defendant
[16] Vince McMahon is subject to personal
[17] jurisdiction in this court."

[18] Is that accurate, sir? And the response
[19] says, reads:

[20] "Defendant McMahon made a personal
[21] appearance and personally wrestled at Royal
[22] Rumble 2002 in Atlanta, Georgia, on or
[23] about January 20, 2002, at Phillips Arena.
[24] Defendant Vince McMahon has transacted
[25] business within the State of Georgia on or

Page 15

[1] about January 20, 2002, at Phillips Arena.
[2] Defendant McMahon derived revenues from his
[3] personal appearance within the State of
[4] Georgia on or about January 20, 2002. As
[5] chairman of WWE, defendant Vince McMahon
[6] has participated and caused the
[7] unauthorized infringement of Plaintiff's
[8] mark within the State of Georgia by
[9] broadcasting Pay-Per-View events and
[10] televised weekly shows on MTV, TNN and UPN,
[11] wherein said Pay-Per-View and weekly
[12] televised shows are broadcast within the
[13] State of Georgia. Defendant McMahon has
[14] authorized Pay-Per-View events broadcast
[15] within the State of Georgia. Defendant
[16] McMahon has directed that magazines be
[17] distributed, parenthesis, i.e. World
[18] Wrestling Magazine, close parenthesis,
[19] within the state of Georgia. Wherein the
[20] July 2002 issue of World Wrestling
[21] Magazine, parenthesis, page 10, close
[22] parenthesis, makes unauthorized use of
[23] Plaintiff's mark, Defendant Vince McMahon
[24] has personally appeared in said
[25] Pay-Per-View wrestling events and said

Page 16

[1] weekly televised shows that have been
[2] broadcast within the State of Georgia."
[3] Did I read that response accurately, sir?
[4] A: Yes, you did.
[5] Q: And if I could ask you to please look back
[6] to Whistler Exhibit 1 for a moment to page 6
[7] underneath the two at the top.
[8] **Interrogatory 2 reads:**
[9] "State each and every fact upon which you
[10] base your contention that the Defendant
[11] Chris Irvine a/k/a Chris Jericho a/k/a
[12] Jericho is subject to personal jurisdiction
[13] in this court."
[14] Did I read that correctly, sir?
[15] A: Yes.
[16] Q: That's Interrogatory 2. And then if I
[17] could ask you, please, to look back at Whistler
[18] Exhibit 2 to the response, and again confirm that I'm
[19] reading accurately.
[20] A: Okay.
[21] Q: "Defendant Irvine personally wrestled at
[22] Royal Rumble a January 20, 2002, in
[23] Atlanta, Georgia at Phillips Arena.
[24] Defendant Irvine has participated in
[25] wrestling events broadcast into Georgia via

Page 17

[1] television and Pay-Per-View as specified
[2] above. Defendant Irvine has promoted
[3] himself as, quote, Living Legend, close
[4] quote, wherein he knew or should have known
[5] was to be broadcast or sent into the State
[6] of Georgia."
[7] Is that accurate?
[8] A: You read that accurately.
[9] Q: Have you seen either Whistler Exhibit 2 or
[10] Whistler Exhibit — I'm sorry — Whistler Exhibit 1
[11] or Whistler Exhibit 2?
[12] A: Wait. Have I seen it?
[13] Q: Before today?
[14] A: Have I read this before today?
[15] Q: Correct.
[16] A: Yes.
[17] Q: Yes?
[18] A: Yes, I did.
[19] Q: And that would be, did you read the
[20] response that I read from Whistler Exhibit 2?
[21] A: Yes.
[22] Q: Okay. And did you review these responses
[23] before they were sent to us by your attorneys?
[24] A: Yes.
[25] MR. KRASIK: Counsel, we would ask

Page 18

[1] for a signed verification on the
[2] interrogatories. We didn't get that in the
[3] ordinary course.
[4] MR. BRODHEAD: Yes.
[5] Q: (By Mr. Krasik) Sir, as you listen to me
[6] read the responses to Interrogatory 1 and
[7] Interrogatory 2, do these reflect all facts of which
[8] you were aware that, on which you base your argument
[9] that Mr. McMahon and Mr. Irvine are subject to
[10] jurisdiction in Georgia?
[11] MR. BRODHEAD: I'm going to object to
[12] the form of the question in that I believe,
[13] and I apologize, I started to get a little
[14] bit lost in there. It sounded like it was
[15] a mixture of a compound and calling for
[16] legal conclusion.
[17] Q: (By Mr. Krasik) Well, I'm asking, sir,
[18] whether you were aware of any facts that are not in
[19] here on which you base your argument that Mr. McMahon
[20] and Mr. Irvine can be sued in Georgia.
[21] A: I'm not sure I'm clear on that.
[22] MR. BRODHEAD: You can answer to the
[23] extent that you understand the question. I
[24] mean, and if it's not clear, you can
[25] explain — do you understand which part is

Page 19

[1] not clear to you?

[2] THE WITNESS: Well, I just — would
[3] you repeat that, please?

[4] Q: (By Mr. Krasik) Sure. Mr. Whistler, I'm
[5] in no way trying to confuse you. I'm just trying to
[6] determine —

[7] A: I'm just a wrestler.

[8] Q: I understand.

[9] A: Quite a wrestler in your day, of course.

[10] MR. BRODHEAD: And I think the issue
[11] is, is that you're asking him on what
[12] arguments he is currently making about
[13] personal jurisdiction; and in all honesty,
[14] the arguments that are being made are legal
[15] arguments. And I think that if we're
[16] asking about underlying facts that perhaps
[17] supported such as —

[18] MR. KRASIK: I tried to ask it that
[19] way. If it was confusing, I apologize.

[20] MR. BRODHEAD: No, I understand.

[21] MR. KRASIK: And I'm only asking as
[22] to facts.

[23] MR. BRODHEAD: And I understand that
[24] and I was thinking that maybe you could ask
[25] facts specific to the question, like do you

Page 20

[1] know of things that were said in Georgia,
[2] times that he was in Georgia, things along
[3] those lines or however. But just when it's
[4] coming to a legal argument, I think that's
[5] where we're — I think that's where the
[6] problem is and I think that's where he's
[7] having confusion.

[8] Q: (By Mr. Krasik) Mr. Whistler, all I'm
[9] trying to establish is that these responses are
[10] complete, are comprehensive, there's nothing else out
[11] there that you know of factwise.

[12] Do you know of any facts that aren't in
[13] these responses that go to Mr. McMahon or
[14] Mr. Jericho's contacts with Georgia?

[15] A: Well, I would say that the facts that are
[16] in here, you know, the fact that they wrestled here
[17] and promoted here and showed television shows here
[18] and sell products here and et cetera, that I think
[19] pretty much covers it.

[20] Q: Are you aware of anything else as you sit
[21] here today that is not in here?

[22] A: Not at this specific moment in time.

[23] Q: Okay. Mr. Whistler, you claim here that
[24] the Royal Rumble 2002 took place in Atlanta on or
[25] about January 20, 2002; is that right?

Page 21

[1] A: Well, it did.

[2] Q: And how do you know that?

[3] A: Well, it's on video.

[4] Q: Did you go to the event?

[5] A: I didn't go to the event in person, no,
[6] but, you know —

[7] Q: Have you watched it?

[8] A: — I saw it on tape.

[9] Q: You've seen it on video?

[10] A: Oh, certainly.

[11] Q: And did you watch — have you seen the
[12] entire tape or only excerpts of the tape?

[13] A: Mainly just the exciting parts. I mean, I
[14] skipped the preliminary bouts.

[15] Q: Other than the preliminary bouts, would
[16] you say you watched substantially all the tape?

[17] A: No, not all of it. I've seen, you know, a
[18] million wrestling matches, so I kind of just got to
[19] the point.

[20] Q: Okay. Did you see the bout in which
[21] Mr. McMahon wrestled during that show?

[22] A: No, I didn't see it. I heard about it,
[23] but I didn't specifically watch Vince wrestle Flair.

[24] Q: But you are aware that he wrestled Ric
[25] Flair, aren't you?

Page 22

[1] A: Oh, yes.

[2] Q: Do you have any knowledge, Mr. Whistler,
[3] whether Mr. McMahon spoke the words "Living Legend"
[4] during his performance?

[5] A: During his performance at the Royal
[6] Rumble?

[7] Q: Yes.

[8] A: I don't believe he used it at that time.

[9] Q: Well, I was going to get to this in a
[10] moment, but since you referenced it that way, do you
[11] have firsthand knowledge that Mr. McMahon at any time
[12] personally spoke the words "Living Legend"?

[13] A: Oh, yes, sir, I do. I have it on video.

[14] Q: And when were those times?

[15] A: In January, February, March — I believe
[16] it was in April and Mr. McMahon came on the
[17] television during the Smack Down Show, which was
[18] taped on Tuesday. Then it's edited on Wednesday and
[19] shown on UPN Thursday evening, and at that particular
[20] time Mr. McMahon declared to everybody in Georgia and
[21] all over the country that the Chris and Jericho, and
[22] I quote, is wrestling "The Living Legend."

[23] Q: And your best recollection was that was in
[24] April 2002?

[25] A: Yes, sir, because he did it after he was

Page 23

[1] served with the complaints.

[2] Q: As you sit here today, are you aware of

[3] any other instances in which Vince McMahon personally

[4] spoke the words "Living Legend"?

[5] A: Not on television.

[6] Q: Going back to the Royal Rumble 2002, do

[7] you have any knowledge that Ric Flair spoke the words

[8] "Living Legend" during his match with Vince McMahon?

[9] A: I don't know.

[10] Q: Do you have any personal knowledge that

[11] anyone spoke the words "Living Legend" during Vince

[12] McMahon's match with Ric Flair?

[13] A: I don't know that specifically.

[14] Q: Do you know, sir, whether Chris Jericho,

[15] Mr. Irvine appearing as the character Chris Jericho,

[16] was involved in Mr. McMahon's match with Mr. Flair in

[17] any way?

[18] A: I don't believe he was.

[19] Q: Do you know, sir, who Chris Jericho

[20] wrestled at that Royal Rumble?

[21] A: Oh, yeah, he was the main event of the

[22] world championship against the Rock.

[23] Q: And did you watch that match, sir?

[24] A: Parts of it. I fast forward. I invented

[25] matches.

Page 24

[1] Q: Sir, do you recall — Strike that.

[2] Would you agree, sir, that Mr. McMahon's

[3] match with Ric Flair was part of a story line going

[4] on at that time?

[5] A: Well, I don't know what the WWE story

[6] lines were. I know why Vince wrestled Flair here,

[7] but I don't know what their story line was.

[8] Q: What is your understanding, sir?

[9] A: Well, Vince McMahon because of who he is

[10] and his television notoriety is probably one of the

[11] biggest stars the WWE has. So Vince McMahon

[12] purposely put himself on the show at the Phillips

[13] Arena in Atlanta to wrestle Ric Flair who for years

[14] and years was known as a WCW kind of southern guy.

[15] So now you had the conflict between Vince McMahon,

[16] the big chief of the north, against Flair, the nature

[17] boy of the south, and it was done specifically

[18] because that was the match that would help draw the

[19] most money possible for the WWE and their buy rate.

[20] Q: Were you aware at the time that in the WWE

[21] story line Vince McMahon was being portrayed — Vince

[22] McMahon and Ric Flair were being portrayed as

[23] co-owners of the WWE?

[24] A: I remember the time Flair was pretending

[25] to be, you know, one of the owner things, but I don't

Page 25

[1] remember their exact story line.

[2] Q: But you generally remember that there was

[3] a time when Ric Flair and Vince McMahon were being

[4] portrayed on air as co-owners of the WWE?

[5] A: Something like that. It's kind of

[6] confusing. When they bought WCW, they kind of messed

[7] up the program.

[8] Q: To your knowledge, sir — Strike that.

[9] Do you have any knowledge, sir, that Ric

[10] Flair actually was co-owner of the WWE for any time?

[11] A: Flair doesn't have any money.

[12] Q: So that —

[13] A: I mean, no.

[14] Q: So to your understanding, sir, that was

[15] just part of the story line?

[16] A: Yes, sir.

[17] Q: And did anything about that story line

[18] involve Chris Jericho?

[19] A: I really don't recall. I mean, I don't

[20] believe so, because Jericho was getting his push as

[21] "the Living Legend" and "The New Undisputed Champion"

[22] against the Rock and then Austin and then for Wrestle

[23] Mania, so.

[24] Q: Going back to Chris Jericho's match with

[25] the Rock, which I believe you said you watched

Page 26

[1] portions of. During that performance at the Royal

[2] Rumble 2002, did Mr. Irvine speak the words "Living

[3] Legend"?

[4] A: I don't recall if he spoke the words

[5] "Living Legend," but I recall that there was footage

[6] added or something that used the term "the Living

[7] Legend" of a promotional footage.

[8] Q: You recall promotional footage?

[9] A: Within the Pay-Per-View tape.

[10] Q: And do you have any knowledge, sir, how

[11] that promotional footage was put together?

[12] A: I don't. You have to ask Mr. Dunn that.

[13] Q: Do you have any knowledge, sir, of from

[14] where the audio portion of that footage would have

[15] been taken?

[16] A: No.

[17] Q: Would it be fair to say, sir, that from

[18] what you saw, Mr. Irvine standing in the arena never

[19] spoke the words "Living Legend"?

[20] A: I don't believe he personally did that

[21] night.

[22] Q: To your knowledge, sir, did anyone else

[23] speak the words "Living Legend" other than the

[24] promotional video you referred to during the 2002

[25] Royal Rumble?

Page 27

[1] A: I'm not positive.

[2] Q: To your knowledge, sir?

[3] A: I mean to my knowledge, I don't think so.

[4] Q: Do you have any knowledge, sir, of whether

[5] Mr. McMahon personally participated in Chris Jericho

[6] and The Rock's match that night?

[7] A: I don't know. I don't think so.

[8] Q: You're familiar with the term "agent" in

[9] the wrestling business, sir?

[10] A: Yeah.

[11] Q: For the record, can you explain what

[12] "agent" means, what your understanding of "agent"

[13] means?

[14] A: Well, I'm not sure if my definition of a

[15] wrestling agent is the same as how Vince uses them.

[16] I mean I know some guys who are agents, but I don't

[17] know exactly what their responsibilities are as

[18] agents.

[19] Q: However you would describe it, sir?

[20] A: Well, I guess an agent would be somebody

[21] like who was behind the scenes that, from my

[22] understanding, they kind of help the younger guys put

[23] their match together, because the agents are usually

[24] older guys.

[25] Q: Would it be fair to say they script, they

Page 28

[1] put together high points of a match?

[2] A: Yeah, it would be fair to say they help

[3] the guys put together a match that makes sense.

[4] Q: And they communicate the finish of the

[5] match to the talent usually?

[6] A: Sometimes.

[7] Q: Do you have any knowledge that Mr. McMahon

[8] acted as agent for Jericho — Chris Jericho's match

[9] with Rock that night?

[10] A: I wouldn't know what happened behind the

[11] scenes.

[12] Q: You're familiar with the term "promos,"

[13] Mr. Whistler?

[14] A: Uh-huh.

[15] Q: How would you define "promos" for the

[16] record?

[17] A: Well, promos like an interview.

[18] Q: Do you have any information that

[19] Mr. McMahon scripted any promos for Chris Jericho's

[20] performance that night?

[21] A: I wouldn't know. I mean Mr. McMahon hires

[22] writers, so they write and then Vince yea or nays or

[23] interjects; but I really wouldn't know what happened

[24] that night. They wouldn't let me in the building.

[25] Q: Did you attempt to go to the match?

Page 29

[1] A: No.

[2] Q: So when you said "they didn't let you in

[3] the building," that was just being facetious?

[4] A: They wouldn't have, yes.

[5] Q: Mr. Whistler, would you — do you have any

[6] knowledge of whether Mr. McMahon had any involvement

[7] in putting together the promotional footage that you

[8] referred to earlier that was played during Mr. — the

[9] Chris Jericho-Rock match?

[10] A: I have no knowledge of, you know, that.

[11] Q: Sir, do you have any personal knowledge of

[12] whether Mr. McMahon was paid money for his

[13] performance that night?

[14] A: I don't know anything about Mr. McMahon's

[15] personal accounts.

[16] MR. KRASIK: Let me mark another document.

[17] (Whistler Exhibit 3 was marked

[18] for identification.)

[19] Q: (By Mr. Krasik) Mr. Whistler, I've marked

[20] these documents that were produced to us by your

[21] attorneys as Whistler Exhibit 3. Take a moment to

[22] look at those.

[23] Can you tell us what those are, sir?

[24] A: Well, I believe this is the copy of the

[25] cover of the Royal Rumble videotape.

Page 30

[1] Q: And did you purchase this videotape, sir,

[2] yourself?

[3] A: No.

[4] Q: If I could direct your attention to the

[5] second page at the list of matches below the 30 Man

[6] Royal Rumble, the first listed match after the Royal

[7] Rumble reads "Undisputed WWF championship Chris

[8] Jericho versus the Rock" —

[9] A: Right.

[10] Q: — is that accurate?

[11] And sir, is it fair to say that the words

[12] "Living Legend" do not appear anywhere in connection

[13] with that match?

[14] A: Well, I don't see it on this.

[15] Q: On this sheet, okay. And, sir, if you

[16] look at the next listed match, it reads "Street

[17] fight, parenthesis, no DQ," which would refer to

[18] disqualification?

[19] A: Right.

[20] Q: "No count out, close parenthesis, Vince

[21] McMahon versus Ric Flair." Is that accurate?

[22] A: Yes.

[23] Q: And on this sheet in connection with the

[24] listing of this match, is it fair to say that you

[25] don't see the words "Living Legend" anywhere?

Page 31

[1] A: No, I don't see them on this.
[2] Q: And, sir, if you would, would you take a
[3] moment to look at the, this listing as a whole and
[4] could you tell us, please, whether you see the words
[5] "Living Legend" anywhere on the list of matches that
[6] took place that night?
[7] A: Not on the box, no.
[8] Q: Thank you, sir.
[9] Earlier, Mr. Whistler, I asked you whether
[10] you had any knowledge whether Mr. McMahon had any
[11] involvement in putting together the promotional
[12] footage that you spoke about. Do you have any
[13] knowledge whether Mr. Irvine/Chris Jericho had any
[14] involvement in putting together that footage?
[15] A: I wouldn't know.
[16] Q: Sir, earlier you testified that Vince
[17] McMahon had used the word "Living Legend" on a Smack
[18] Down program you thought was in April 2002?
[19] A: Well, it was in April. I don't know the
[20] exact date.
[21] Q: Do you know where that Smack Down taping
[22] was taking place?
[23] A: Where it was filmed at? I don't recall
[24] offhand.
[25] Q: And when we were talking about that

Page 32

[1] earlier, you said that was the only instance you
[2] could recall Mr. McMahon speaking the words "Living
[3] Legend" on television. Are there other instances not
[4] on television you're aware of in which Mr. McMahon
[5] spoke those words?
[6] A: Not on television?
[7] Q: Not on television.
[8] A: No, I'm not aware of anything he says in
[9] private or.
[10] Q: Anything at a live show that you're aware
[11] of?
[12] A: No, I haven't gone to any live shows.
[13] Q: And, sir, are you aware of Mr. Irvine as
[14] Chris Jericho using the words "Living Legend" on WWE
[15] television programs?
[16] A: Am I aware of it? Oh, yeah.
[17] Q: Could you tell us which ones you're aware
[18] of as you sit here today?
[19] A: Which specific shows?
[20] Q: Time period, any specific you can be?
[21] A: Well, the time period started somewhere
[22] around the middle of December. I mean these are all
[23] on videotapes. In December, January, February and
[24] then into March and then after March. I mean I've
[25] got them all copied on videotapes, all the shows, but

Page 33

[1] he was on Smack Down for a while. Then he moved, you
[2] know, when they did the Raw Smack Down split, then he
[3] moved over to Raw. He might have quit using it by
[4] then. I don't know exactly. All I know is I got
[5] about four and a half months worth of tapes somewhere
[6] around there of all the shows where he used it.
[7] Q: And can you describe for us, sir — Strike
[8] that.
[9] Mr. Whistler, do you have any knowledge
[10] that Mr. McMahon was personally involved in any of
[11] those times Mr. Irvine used the words "Living
[12] Legend," spoke the words "Living Legend"?
[13] A: Say that one more time.
[14] Q: The question was: Do you have any
[15] knowledge that Mr. McMahon had any involvement in any
[16] of the times Mr. Irvine used or spoke the words
[17] "Living Legend"?
[18] MR. BRODHEAD: I think I'm going to
[19] object to that being vague as in what
[20] involvement. I mean like moving his lips
[21] or I don't know what you mean by that. I
[22] mean you can answer that, I guess, but to
[23] the extent that you can answer that, but.
[24] THE WITNESS: Well, I don't know what
[25] happens back stage. I mean I don't know if

Page 34

[1] Vince ever went up to Jericho and said make
[2] sure you go out and say, you know, you are
[3] the Living Legend or not. I don't know
[4] what happens behind or at the production
[5] meetings or. I just was not there. I just
[6] see, you know, what they did on TV.
[7] Q: (By Mr. Krasik) So you don't have any
[8] personal knowledge of whether Mr. McMahon directed
[9] Chris Jericho to speak the words "Living Legend"?
[10] A: Well, I don't know if he directed him to
[11] do that.
[12] Q: And you don't have any personal knowledge
[13] whether Mr. McMahon scripted any promos in which
[14] Chris Jericho spoke the words "Living Legend"?
[15] A: I don't have any.
[16] Q: Sir, wouldn't you agree — would you agree
[17] that World Wrestling Entertainment programs are not
[18] broadcast only in Georgia?
[19] A: Well, they are broadcast all over the
[20] world.
[21] Q: They are broadcast all over the world, and
[22] the broadcast including the world and all over the
[23] United States; right?
[24] A: (Witness nods head.)
[25] Q: And is it fair to say that MTV and TNN are

Page 35

[1] basic cable networks?

[2] A: I guess. I'm not an expert on cable
[3] systems, but yeah.

[4] Q: Well, sir, don't be too modest, you worked
[5] for a long time for World Championship Wrestling —

[6] A: Yeah.

[7] Q: — which was owned by Turner Broadcasting?

[8] A: You know, but like I said, I was a
[9] wrestler. You know, whether the correct term is
[10] cable or network, I mean it's not CBS or NBC, but.

[11] Q: You can see it all over the country on
[12] cable?

[13] A: But — yeah.

[14] Q: And UPN is a broadcast network you can see
[15] all over the country?

[16] A: I believe that's even bigger than TNN, I
[17] think.

[18] Q: So would it be fair to say that WWE
[19] doesn't direct its programs anywhere in particular?

[20] MR. BRODHEAD: I'm going to object to
[21] the extent that that's calling for a legal
[22] conclusion, I believe, and that's calling
[23] for something that's clearly outside of the
[24] witness's, well, scope of knowledge. I
[25] mean, and I've put my objection, obviously

Page 36

[1] he can answer.

[2] Q: (By Mr. Krasik) You can answer if you
[3] understand the question.

[4] A: Okay. The question is what?

[5] Q: The question was whether you would agreed
[6] that WWE programs aren't directed anywhere in
[7] particular?

[8] MR. BRODHEAD: Same objections.

[9] THE WITNESS: They are directed everywhere
[10] specifically. I mean they play in all
[11] states, but they play in all states for one
[12] reason and that is, you know, to take their
[13] money out and ship it up to Connecticut.

[14] Q: (By Mr. Krasik) They are on at a
[15] particular time and if you want to watch them, you
[16] turn on the TV and they're there; right?

[17] A: If you want to watch wrestling, it's on
[18] TV.

[19] Q: And if you get cable television in
[20] Georgia, you can turn on MTV or TNN and get the cable
[21] wrestling shows; right?

[22] A: Yes.

[23] Q: And if you have access to Pay-Per-View
[24] programs in Georgia, you can turn on the TV and get
[25] WWE Pay-Per-View shows; right?

Page 37

[1] A: Well, that's right. Every month, you
[2] know, buy rates, you know, money again is coming out
[3] of Georgia to Connecticut. So every month. With the
[4] Pay-Per-View, whether it's here or not, they are
[5] doing business in Georgia.

[6] Q: And you could do that if you were sitting
[7] in Nashville for your TNA tapings as well; right?

[8] A: Yep.

[9] Q: And, sir, would it be fair to say that
[10] Mr. McMahon does not have a personal broadcast
[11] network?

[12] A: I don't understand "personal broadcast
[13] network."

[14] Q: Well, he didn't own a television station
[15] to your knowledge, right?

[16] A: I don't think he does, but you never know
[17] with Vince.

[18] Q: To your knowledge, sir, does Chris Irvine
[19] as Chris Jericho have any control over where WWE
[20] programs are seen?

[21] A: No.

[22] Q: Would Mr. McMahon have any control over
[23] where WWE programs are seen?

[24] A: Mr. McMahon has control over everything.

[25] Q: But you'd agree, sir, it's not his

Page 38

[1] broadcast company; isn't that right?

[2] A: He doesn't own TNN or UPN. I don't, you
[3] know.

[4] Q: Do you have any knowledge, sir, that he
[5] would, that Mr. McMahon could restrict the broadcast
[6] of WWE shows in Georgia?

[7] A: The only way he could restrict any shows
[8] in Georgia is what he would edit off his pretaped
[9] shows.

[10] Q: And you have personal knowledge of this,
[11] sir?

[12] A: Well, I don't know what he specifically
[13] does, but what I'm saying is if he showed a show in
[14] Georgia and he didn't want something to show on it,
[15] he could edit it out. So he does have the power to
[16] choose whether he leaves things in or edits things
[17] out. But other than that, I don't know what exactly
[18] he does.

[19] Q: And if Mr. McMahon were to edit things in
[20] or out, that would be available all over the country?

[21] A: If he did it on, yeah. You mean if — I
[22] guess. There's a lot of tricks you can do, you know,
[23] on TV.

[24] Q: Mr. Whistler, earlier you referenced that
[25] Chris Jericho's character spoke the words "Living

Page 39

[1] Legend" on programs between approximately — not
[2] holding you to anything — December and March.
[3] That's December 2001 to March 2002?
[4] A: Yeah, roughly through December and in
[5] through April.
[6] Q: And do you recall, sir, whether other —
[7] excepting/leaving out the Royal Rumble, did any of
[8] those shows take — tape from Georgia?
[9] A: Excluding the Royal Rumble, I mean I don't
[10] know. I know they run the shows in Georgia other
[11] than Atlanta, but I don't recall whether they did any
[12] tapings in Augusta or Macon or Columbus or, you know,
[13] anything like that.
[14] Q: As you sit here today, you don't know?
[15] A: Yeah.
[16] MR. KRASIK: Why don't we take a
[17] five-minute break.
[18] MR. BRODHEAD: Okay.
[19] (A recess was taken.)
[20] Q: (By Mr. Krasik) Mr. Whistler, just to go
[21] back briefly to one thing you said earlier. In
[22] describing your conversation with J.R., Jim Ross, up
[23] at the WWE, I believe you testified that you
[24] presented some ideas to him and he said he would talk
[25] to Vince about them. Did Mr. Ross say anything else

Page 40

[1] during that conversation that you recall?
[2] MR. BRODHEAD: And I think I'm going
[3] to object to this being outside the scope
[4] of —
[5] MR. KRASIK: And as I said, this is
[6] for just the very limited purpose of
[7] nailing down what was said in the
[8] conversation.
[9] MR. BRODHEAD: Right, and how does
[10] that relate to jurisdiction?
[11] MR. KRASIK: Well, it may. I mean
[12] they might use it.
[13] MS. McCOLLOUGH: It depends on what
[14] was said.
[15] MR. BRODHEAD: Okay. I mean, is
[16] that — that's the extent of the question
[17] that we're going into?
[18] MR. KRASIK: (Nods head.)
[19] MR. BRODHEAD: Go ahead.
[20] THE WITNESS: Well, basically, like I said
[21] before, when they started, you know, using
[22] my trademark and my phone started ringing
[23] and, you know, because I'm a professional,
[24] I have been in this so long, bless you, I,
[25] you know, looked on upon it as a perfect

Page 41

[1] situation for a hell of a unique angle,
[2] which means money in the wrestling
[3] business. So I called J.R. and ran it past
[4] him and, you know, all Jim can say is "I'll
[5] ran it by Vince." And I ran by a couple of
[6] ideas, I'm going to get into all the ideas
[7] because they are good. But, you know, his
[8] response was "Well, I'll run it by Vince,"
[9] which is all J.R. can do, and that was the
[10] last I heard from J.R.
[11] Q: (By Mr. Krasik) And did J.R. say anything
[12] else in the conversation that you recall?
[13] A: No, not really. No. I mean we're usually
[14] a lot more friendly; but after they took the
[15] trademark and I called Jim, you could tell he was
[16] tentative on what he wanted to say because he knew
[17] what they did.
[18] Q: Sir, do you have any knowledge that
[19] Mr. McMahon ever used the words "Living Legend" in a
[20] WWE magazine?
[21] A: Did Mr. McMahon use the words in a
[22] magazine?
[23] Q: Yes.
[24] A: I mean I know in the WWE magazine "the
[25] Living Legend" was used in conjunction with Chris

Page 42

[1] Jericho, but I don't know if it was with Vince.
[2] Q: We'll get to that in one second. The
[3] first question was whether you have any knowledge
[4] that Mr. McMahon in an interview, quote, anything,
[5] used the word "Living Legend"?
[6] A: I have no knowledge.
[7] MR. KRASIK: Let me mark Whistler
[8] Exhibit 4. The documents are produced by
[9] your attorneys in discovery.
[10] (Whistler Exhibit 4 was marked
[11] for identification.)
[12] Q: (By Mr. Krasik) And would you agree this
[13] is the cover and page 10 from the July 2002 World
[14] Wrestling Magazine?
[15] A: It looks like that to me.
[16] Q: Thank you. And sir, for the record, can
[17] you read the reference to "Living Legend" on the
[18] page, 10?
[19] A: "Chris Jericho, 2001, the self-proclaimed
[20] Living Legend was the first to unify the World
[21] Wrestling Federation in WCW world titles."
[22] Q: Does it appear anywhere else on this page?
[23] A: Certainly not that one. The gain, the
[24] rattle snake, the run. No, I don't see it anywhere
[25] else on this page, just Jericho.

Page 43

[1] Q: Other than this page, are you aware as you
[2] sit here today of any other references to "Living
[3] Legend" in any WWE magazines?
[4] A: I don't know about all the magazines. I
[5] know they have been in magazines, but I don't know
[6] exactly or if they were in all the magazines, but
[7] they have been in magazines.
[8] Q: So it's your understanding other magazines
[9] refer to "Living Legend"?
[10] A: Well, we have a copy of one that does
[11] here.
[12] Q: Okay. Well, let's look at that then for a
[13] second, if that would be helpful.
[14] MR. KRASIK: Mark this Whistler
[15] Exhibit 5.
[16] (Whistler Exhibit 5 was marked
[17] for identification.)
[18] Q: (By Mr. Krasik) Is this the other
[19] magazine to which you're referring?
[20] A: Yeah, this is an another one. This is
[21] Inside Wrestling.
[22] Q: And this was another — other documents
[23] produced in discovery, cover page and pages 50
[24] through 53 of Inside Wrestling Magazine.
[25] Sir, to your knowledge, is Inside

Page 44

[1] Wrestling affiliated with World Wrestling
[2] Entertainment?
[3] A: Well, to be honest with you, I'm not sure.
[4] I mean, I think it used to be like a private
[5] magazine. But whether Vince is involved over the
[6] years with them or not, I don't know.
[7] Q: You don't have any knowledge whether it's
[8] affiliated with World Wrestling Entertainment or not?
[9] A: I mean I'm not positive. It could be or
[10] it may not. It might be a private magazine because
[11] there are those too, but I don't know.
[12] Q: As you sit here today, you're not sure?
[13] A: Yeah.
[14] Q: Looking back at Whistler Exhibit 4, which
[15] is the excerpt from the July 2002 World Wrestling
[16] Magazine. Is it fair to say, sir, that the reference
[17] to "Living Legend" here is not a quote of Chris
[18] Irvine or Chris Jericho?
[19] A: Would it be fair to say it's not a quote?
[20] Q: Yes.
[21] A: Well, professionally speaking in terms of
[22] the wrestling business, the wrestling magazines quote
[23] what the stars say on television or what the
[24] announcers say about the stars or how they promote
[25] the stars. Chris Jericho has been promoted as the

Page 45

[1] Living Legend, so whether he specifically said it
[2] here or the guy who sits in the office writing up the
[3] magazine on the magazine staff, you know, would write
[4] it down that way just because that's what is heard on
[5] television.
[6] Q: Sir, is this Chris Jericho speaking on
[7] this page 10 of World Wrestling Magazine?
[8] MR. BRODHEAD: I'm going to object to
[9] the extent the document speaks for itself
[10] and to the extent that it's argumentative
[11] in that I think you're asking him to
[12] contradict the plain language of what's
[13] listed in the document.
[14] Q: (By Mr. Krasik) Is this Chris Jericho
[15] speaking on this page 10?
[16] A: Well, it sounds like somebody in the WWE
[17] magazine is writing about him.
[18] Q: Okay. Is it fair to say this is not an
[19] interview with Chris Jericho on this page 10?
[20] A: It doesn't sound like an interview.
[21] Basically it's the WWE putting it in writing for all
[22] of its fans that Chris Jericho is the self-proclaimed
[23] Living Legend.
[24] Q: Okay.
[25] A: So one way or another, it's a form of

Page 46

[1] advertising Jericho as "the Living Legend."
[2] Q: But all my question was, sir, is very
[3] simple, was, this isn't an interview with Jericho on
[4] this page, is it?
[5] A: It doesn't look like one.
[6] Q: And do you have any knowledge, sir, that
[7] Chris Jericho himself wrote this Evolution of the
[8] Gold article on page 10?
[9] A: I doubt he wrote it.
[10] Q: Do you have any knowledge, sir, that Chris
[11] Jericho was involved in putting together this article
[12] in any way?
[13] A: I don't think so.
[14] Q: Do you have any knowledge, sir, that Chris
[15] Jericho knew this Evolution of the Gold story was
[16] going to be in the World Wrestling Magazine?
[17] A: I don't know what Chris Jericho thinks.
[18] Q: Sir, do you know, personally know what
[19] involvement Vince McMahon — Strike that.
[20] Do you have any personal knowledge that
[21] Vince McMahon has involvement with World Wrestling
[22] Magazine?
[23] A: I'm not sure.
[24] Q: Do you have any personal knowledge that
[25] Vince McMahon has involvement of where World

Page 47

(1) Wrestling Magazine is distributed?
(2) A: Well, he's not — Vince isn't going to
(3) drive around distributing magazines to, you know, all
(4) the stores. But, you know, Vince hires the
(5) department and makes sure they do their jobs by
(6) getting these magazines every possible place they can
(7) get these magazines.
(8) Q: So Vince as chairman of World Wrestling
(9) Entertainment supervises the people who do the
(10) magazine?
(11) A: Well, yeah.
(12) Q: Is that fair to say?
(13) A: I mean he's hired the people to do the
(14) magazine.
(15) Q: And do you have any knowledge, sir, that
(16) Vince McMahon specifically directed World Wrestling
(17) Magazine to be distributed in Georgia?
(18) A: I don't know. He would not be happy if it
(19) wasn't distributed in Georgia.
(20) Q: It's distributed all over, right?
(21) A: Yes.
(22) Q: As broadly as possible?
(23) A: Anyplace he could make a dollar.
(24) Q: Sir, if I could ask you to, please, look
(25) at Whistler Exhibit 5, the Inside Wrestling Magazine.

Page 48

(1) And if you would, please, take a moment to
(2) familiarize yourself with the article on pages 50
(3) through 53?
(4) A: I cannot end the Living Legend at the same
(5) time. Amazing. Okay. I read it over.
(6) Q: Okay. If you look right above the bold
(7) quote on page 50, would you agree that the writer is
(8) named Dan Murphy?
(9) A: Dan Murphy. Why don't I see it?
(10) Q: I think — let me help you out there.
(11) A: Oh, senior writer. Okay.
(12) Q: Is that accurate?
(13) A: That's what it says.
(14) Q: It says here. Do you know Dan Murphy?
(15) A: No. Not really.
(16) Q: Do you know who he is?
(17) A: No, not really. I mean there's been so
(18) many magazine guys.
(19) Q: You don't recall whether you've ever had a
(20) conversation with Dan Murphy?
(21) A: I don't recall. I do so many radio shows.
(22) Q: Okay. Would you agree, sir, you don't
(23) have any personal knowledge that Chris Jericho, Chris
(24) Irvine as Chris Jericho actually said the things that
(25) are attributed to him here?

Page 49

(1) A: Well, I have personal knowledge that, you
(2) know, of what I read in this article.
(3) Q: You weren't there when he was being
(4) interviewed?
(5) A: But I was not there when he was being
(6) interviewed.
(7) Q: And you didn't hear him actually say these
(8) things; is that right?
(9) A: I didn't hear him actually say these
(10) things.
(11) Q: Sir, in your experience in professional
(12) wrestling, isn't it true that wrestling magazines
(13) sometimes make up interviews?
(14) A: I've never written for a wrestling
(15) magazine. I mean I don't — I don't know. I mean
(16) I've read some things in wrestling magazines that,
(17) you know, that people say I said that I didn't say.
(18) I really don't know.
(19) Q: So in your experience, you're not familiar
(20) with a wrestling magazine making up an interview?
(21) A: I'm not familiar with it. I mean I don't
(22) work with magazines. I do what Jericho does. They
(23) interview me, I say things to put me in my angle
(24) over, like he did here, and then we move on.
(25) Q: Have you heard of wrestling magazines

Page 50

(1) making up interviews with wrestlers?
(2) A: I've never really heard of it. I mean I
(3) never went out of my way to ask anybody, but I have
(4) no knowledge of exactly, you know, what writers do
(5) with wrestling magazines.
(6) Q: Do you have any knowledge, sir, from your
(7) experience in wrestling of wrestling magazines doing
(8) interviews where the talent doesn't know they are
(9) talking to a writer?
(10) A: No. No, because, you know, writers will
(11) make sure the word gets back to the wrestlers that
(12) they are a writer, because they want to get a story
(13) in. Guys, you know, aren't going to stop and just
(14) talk to any fan. They are going to want to make sure
(15) the guy is a writer.
(16) Q: You've never heard of that happening?
(17) A: Never heard of?
(18) Q: That practice happening, a talent talking
(19) to someone, not knowing it was an interview for a
(20) wrestling magazine?
(21) A: Well, I can't speak for all the talent. I
(22) never heard of it.
(23) Q: Okay. And I assume, sir, that you
(24) couldn't — you have no personal knowledge of whether
(25) Mr. Murphy made up this interview here?

Page 51

[1] A: I have no personal knowledge of Mr. Murphy
[2] whatsoever.
[3] MR. KRASIK: Are we on 6?
[4] MR. BRODHEAD: I believe so, yes.
[5] MR. KRASIK: Would you like me to
[6] mark the box?
[7] MR. BRODHEAD: I prefer not. Why
[8] don't you mark the receipt. Or actually,
[9] why don't we just — we can identify that.
[10] Is there a place you want to mark it?
[11] MR. KRASIK: We'll mark the
[12] photocopy, but we're looking at the box.
[13] MR. BRODHEAD: That's fine.
[14] MR. KRASIK: And Plaintiff's counsel
[15] will hold the exhibit.
[16] MR. BRODHEAD: Yes.
[17] (Whistler Exhibit 6 was marked
[18] for identification.)
[19] Q: (By Mr. Krasik) Sir, I'm marking as
[20] Whistler Exhibit 6 a toy set, the packaging of which
[21] was produced to us in discovery as a black and white
[22] copy, but we're looking at the actual toys here in
[23] the deposition, which are going to be held by
[24] Plaintiff's counsel.
[25] Would you take a moment to look at those.

Page 52

[1] A: Okay.
[2] Q: And for the record, can you describe the
[3] reference to "Living Legend" that you see on that
[4] product, sir?
[5] A: Describe? You mean say what the
[6] advertising is here?
[7] Q: Sure.
[8] A: It says "I'm a Living Legend."
[9] Q: And that's next to a picture?
[10] A: It's right on the abdominal muscles of
[11] Chris Irvine.
[12] Q: Perfect. And sir, looking at I believe
[13] the upper left corner — I'm sorry, upper right
[14] corner of the product, is it fair to say that's a
[15] product made by a company called JAKKS Pacific?
[16] A: I'm not an expert on products, but it says
[17] JAKKS Pacific, Inc. in the corner.
[18] Q: And do you have any knowledge, sir, of
[19] JAKKS Pacific's relationship to World Wrestling
[20] Entertainment?
[21] A: I have no knowledge of that.
[22] Q: You have no knowledge, sir, whether JAKKS
[23] Pacific is a separate corporation?
[24] A: I don't know.
[25] Q: Or whether World Wrestling Entertainment

Page 53

[1] owns any stake in JAKKS Pacific?
[2] A: I wouldn't know that.
[3] Q: And do you have any knowledge, sir,
[4] whether Mr. McMahon had any personal involvement in
[5] the design of the packaging of this toy?
[6] A: I wouldn't know that.
[7] Q: Do you have any knowledge, sir, whether
[8] Mr. Irvine had any personal involvement in the
[9] packaging of this toy?
[10] A: I wouldn't know.
[11] MR. KRASIK: Let's take a five minute
[12] break. We might be done.
[13] (A recess was taken.)
[14] Q: (By Mr. Krasik) Mr. Whistler, for the
[15] record, can you tes— did you personally purchase
[16] this toy product?
[17] A: I did not personally purchase this one. I
[18] saw them in Wal-Mart, but I refused to give Vince my
[19] 20 bucks.
[20] Q: Or JAKKS Pacific as the case may be?
[21] A: Or whatever.
[22] Q: I think your counsel represented that they
[23] purchased the product and that the receipt is on the
[24] box and if, just for the record, you can read where
[25] it was purchased, please?

Page 54

[1] A: Wal-Mart.
[2] Q: Yes, and where? What city? State?
[3] A: Let's see. Wal-Mart, manager Charles
[4] Singleton; Douglasville, Georgia.
[5] Q: Thank you. Sir, other than his appearance
[6] at the Royal Rumble, which we discussed earlier, and
[7] the broadcast of WW programming, do you have any
[8] knowledge of any other ways that Mr. McMahon
[9] participated and caused the infringement, alleged
[10] infringement of your "Living Legend" mark?
[11] MR. BRODHEAD: And objection to the
[12] extent that it calls for a legal
[13] conclusion, but you can answer that.
[14] THE WITNESS: Well, yeah, outside of the
[15] Royal Rumble and Mr. McMahon's Smack Down
[16] declaration, I haven't heard him use "the
[17] Living Legend" other, you know, than that.
[18] MR. KRASIK: That's the end of the
[19] deposition for today. Mr. Whistler, thank
[20] you for your time.
[21] And we reserve our rights, obviously,
[22] for a deposition on the merits —
[23] MR. BRODHEAD: Absolutely.
[24] MR. KRASIK: — once this issue is
[25] resolved.

Page 55

[1] MR. BRODHEAD: Thanks.
[2] MR. KRASIK: Off the record.
[3] (Deposition concluded at 1:27 p.m.)
[4] (Pursuant to Rule 30(e) of the
[5] Federal Rules of Civil Procedure and/or
[6] O.C.G.A. 9-11-30(e), the deponent and/or a
[7] party having requested the right to review
[8] the deposition, making corrections and/or
[9] changes and signing, for that purpose the
[10] errata pages have been annexed hereto.)
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Page 56

INDEX TO EXAMINATIONS

Examination	Page
Examination by Mr. Krasik	3

INDEX TO EXHIBITS

Whistler Exhibit	Description	Page
1	First Interrogatories on Personal Jurisdiction Issue Submitted by Defendants Vince McMahon and Chris Irvine	12
2	Plaintiff's Response to First Interrogatories on Personal Jurisdiction Issue Submitted by Defendants Vince McMahon and Chris Irvine	12
3	Cover of the Royal Rumble videotape	29
4	Cover and page 10 from the July 2002 World Wrestling Magazine	42
5	Cover page and pages 50 through 53 of Inside Wrestling Magazine	43

6 JAKKS Pacific Toy set, the packaging which is a black and white copy 51

(Original Exhibits 1 through 6 have been attached to the original transcript.)

Page 57

CERTIFICATE

STATE OF GEORGIA:
COUNTY OF FULTON:

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the questions and answers thereto were reduced to typewriting under my direction; that the foregoing pages 1 through 55 represent a true, complete, and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in anywise interested in the result of said case.

This, the 28th day of January, 2003.

COLLEEN B. SEIDL, CCR-B-1113

My commission expires on the 7th day of October, 2006.

Page 58

COURT REPORTER DISCLOSURE

DEPOSITION OF. LARRY WHISTLER

Pursuant to Article 8.B. of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia which states: "Each court reporter shall tender a disclosure form at the time

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certified court reporter, by the certified court reporter, the court reporter's employer, or the

referral source for the deposition, with any party to the litigation, counsel to the parties or other

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I am a Georgia Certified Court Reporter. I am here as a representative of Brown Reporting, Inc.

Brown Reporting was contacted by the offices of Chorey, Taylor & Feil to provide court reporting services for the deposition. Brown Reporting will not be taking this deposition under any contract that is prohibited by O.C.G.A. 15-14-37(a) and (b).

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/s/ Colleen B. Seidl, CCR-B-1113 1/27/03

Signature of attorneys present: Date:

/s/

/s/

/s/

/s/

Return this form after review and/or signatures to the court reporter for inclusion in the record.

Please use reverse side for additional signatures.

Page 59

[1] DEPOSITION OF LARRY WHISTLER/CBS
[2] I do hereby certify that I have read all
questions propounded to me and all answers given
[3] by me on the 27th day of January, 2003, taken before
Colleen B. Seidl, and that:
[4]
[5] 1) There are no changes noted.
[6] 2) The following changes are noted:
[7] Pursuant to Rule 30(e) of the Federal Rules of
Civil Procedure and/or the Official Code of Georgia
Annotated 9-11-30(e), both of which read in part:
Any changes in form or substance which you desire to
[8] make shall be entered upon the deposition...with a
statement of the reasons given...for making them.
[9] Accordingly, to assist you in effecting corrections,
please use the form below:
[10]
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Page 62

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[12] Page No. Line No. should read:
[13]
[14] If supplemental or additional pages are necessary,
please furnish same in typewriting annexed to this
[15] deposition.
[16]
[17] LARRY WHISTLER
[18] Sworn to and subscribed before me,
this the day of , 20 .
[19]
[20] Notary Public
My commission expires:
[21]
[22]
[23]
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[25]

Lawyer's Notes



DEFENDANT'S
EXHIBIT

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EXHIBIT / ATTACHMENT

4

(To be scanned in place of tab)

1
2 IN THE UNITED STATES DISTRICT COURT
3 FOR THE NORTHERN DISTRICT OF GEORGIA
4 ATLANTA DIVISION

5 LARRY WHISTLER a/k/a)

6 LARRY ZBYSZKO a/k/a)

7 THE LIVING LEGEND,)

8 an individual,)

9 Plaintiff,)

Civil Action

No. 1-02-CV-1008

10 v.)

11 WORLD WRESTLING FEDERATION)

12 ENTERTAINMENT, INC., a)

13 Connecticut Corporation,)

14 VINCE MCMAHON, an individual,)

15 CHRIS IRVINE a/k/a CHRIS)

16 JERICO, a/k/a JERICO, an)

17 individual,)

18 Defendants.)

19 -----)

20 Day, Berry & Howard, LLP

21 One Canterbury Green

22 Stamford, Connecticut 06901

23 January 29, 2003

24 3:30 p.m.

25 DEPOSITION OF DEFENDANT, VINCE MCMAHON, pursuant
to Agreement, taken at the above place, date and
time, before Dawn Tedesco, a Registered Professional
Reporter and Notary Public within and for the State
of Connecticut.

SULLIVAN REPORTING

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White Plains, New York 10607

(914) 949-4545

<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES</p> <p>2</p> <p>3 LAW OFFICES OF BEN C. BRODHEAD</p> <p>4 Attorney for Plaintiff</p> <p>5 235 Peachtree Street</p> <p>6 Atlanta, Georgia 30303</p> <p>7 MYERS & KAPLAN,</p> <p>8 Intellectual Property Law, L.L.C.</p> <p>9 Attorneys for Plaintiff</p> <p>10 1827 Powers Ferry Road</p> <p>11 Building 3, Suite 200</p> <p>12 Atlanta, Georgia 30339</p> <p>13 BY JOEL D. MYERS, ESQ.</p> <p>14 KIRKPATRICK & LOCKHART, LLP</p> <p>15 Attorneys for Defendants</p> <p>16 Henry W. Oliver Building</p> <p>17 535 Smithfield Street</p> <p>18 Pittsburgh, Pennsylvania 15222</p> <p>19 BY CURTIS B. KRASIK, ESQ.</p> <p>20</p> <p>21 ALSO PRESENT</p> <p>22 Michael Bennett, Videographer</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 Proceedings</p> <p>2 themselves.</p> <p>3 MR. BRODHEAD: This is Ben Brodhead</p> <p>4 for the Plaintiff Larry Whistler.</p> <p>5 Along with me is Joel Myers for the</p> <p>6 Plaintiff Larry Whistler.</p> <p>7 MR. KRASIK: Kurt Krasik of</p> <p>8 Kirkpatrick & Lockhart, counsel for World</p> <p>9 Wrestling Entertainment, Inc., Vince McMahon</p> <p>10 and Chris Irvin.</p> <p>11 THE VIDEOGRAPHER: And would the</p> <p>12 reporter please swear in the witness.</p> <p>13 VINCE MCMAHON, a Defendant herein, having been first</p> <p>14 duly sworn by a Notary Public within and for the</p> <p>15 State of Connecticut, was examined and testified as</p> <p>16 follows:</p> <p>17 EXAMINATION BY MR. BRODHEAD:</p> <p>18 MR. BRODHEAD: At the outset, can we</p> <p>19 make the agreement that WWE references WWE</p> <p>20 and WWF just for convenience, or would you</p> <p>21 prefer a, those to be split up?</p> <p>22 MR. KRASIK: WWE is the current name</p> <p>23 of World Wrestling Federation Entertainment,</p> <p>24 Inc.</p> <p>25 MR. BRODHEAD: So it would be agreed</p>
<p style="text-align: right;">Page 3</p> <p>1 Proceedings</p> <p>2 THE VIDEOGRAPHER: We are now on the</p> <p>3 record beginning, approximately 3:29 p.m.,</p> <p>4 January 29th, 2003.</p> <p>5 This is the deposition of Vince</p> <p>6 McMahon in the matter of Larry Whistler a/k/a</p> <p>7 Larry Zbyszko a/k/a The Living Legend, an</p> <p>8 individual, Plaintiff versus World Wrestling</p> <p>9 Federation Entertainment, Inc. a Connecticut</p> <p>10 Corporation, Vince McMahon, an individual,</p> <p>11 Chris Irvine a/k/a Chris Jericho, a/k/a</p> <p>12 Jericho, an individual, Defendants, in the</p> <p>13 United States District Court for the Northern</p> <p>14 District of Georgia, Atlanta Division, civil</p> <p>15 action No. 1-02-CV-1008.</p> <p>16 The location at which this deposition</p> <p>17 is being taken is the offices of Day, Berry &</p> <p>18 Howard, located at One Canterbury Green in</p> <p>19 Stamford, Connecticut.</p> <p>20 Present along with Mr. McMahon are the</p> <p>21 stenographic reporter Dawn Tedesco, and</p> <p>22 currently speaking, the videographer Michael</p> <p>23 Bennett, with Sullivan Reporting, 388</p> <p>24 Tarrytown Road, White Plains, New York.</p> <p>25 Would counsel please identify</p>	<p style="text-align: right;">Page 5</p> <p>1 Vince McMahon</p> <p>2 that any reference to WWE includes the</p> <p>3 predecessor name?</p> <p>4 MR. KRASIK: That's correct.</p> <p>5 MR. BRODHEAD: This is the deposition</p> <p>6 of Vince McMahon taken pursuant to Federal</p> <p>7 Rules of Civil Procedure as for purposes of</p> <p>8 Cross-Examination and discovery, and all of</p> <p>9 the purposes permissible under the Federal</p> <p>10 Rules of Civil Procedure.</p> <p>11 The objections, with the exception of</p> <p>12 the form of the question and responsiveness</p> <p>13 of the answer, are reserved until the time of</p> <p>14 use of the deposition.</p> <p>15 The deposition is by agreement of</p> <p>16 counsel. And all formalities such as notice,</p> <p>17 time and place of taking and filing are</p> <p>18 hereby waived provided that all those</p> <p>19 stipulations are acceptable.</p> <p>20 MR. KRASIK: Agreed.</p> <p>21 Q. Would you please state your name for</p> <p>22 the record?</p> <p>23 A. Vincent Kennedy McMahon.</p> <p>24 Q. Have you ever given a deposition</p> <p>25 before?</p>

Page 6

1 Vince McMahon
 2 A. Yes, I have.
 3 Q. How many times have you given a
 4 deposition?
 5 A. I don't recall exactly the number of
 6 times.
 7 Q. Would you say it's more or less than
 8 10?
 9 A. Yes, more.
 10 Q. More or less than 50?
 11 A. Probably less.
 12 Q. So you're familiar with the process?
 13 A. Yes.
 14 Q. And as I notice, you are using verbal
 15 responses, and I would ask you to use verbal
 16 responses because although we are on video, an
 17 uh-huh or uh-uh, or shaking of the head may not be
 18 translated properly on paper; is that acceptable?
 19 A. Yes, it is.
 20 Q. Will you also agree with me that if
 21 one of my questions is not understood by you, you
 22 will tell me?
 23 A. Yes.
 24 Q. Are you currently under the influence
 25 of any drugs or alcohol?

Page 7

1 Vince McMahon
 2 MR. KRASIK: Objection.
 3 A. No.
 4 Q. Is there anything that would prevent
 5 you from truthfully and completely answering my
 6 questions today?
 7 A. Nothing.
 8 Q. Have you been known by any other names
 9 other than Vince McMahon?
 10 A. Yes.
 11 Q. What other names have you been known
 12 by?
 13 A. Before I was 12, I was Vince Lupton,
 14 L-U-P-T-O-N, living with a stepfather who never
 15 adopted me.
 16 Q. Since the age of 18, have you been
 17 known by any names other than Vince McMahon?
 18 A. No.
 19 MR. KRASIK: I'm not sure what
 20 relevance this has to the jurisdiction issue,
 21 but the answer is no.
 22 A. No.
 23 Q. What's your current address?
 24 MR. KRASIK: He stated the business
 25 address. He'll state it again.

Page 8

1 Vince McMahon
 2 MR. BRODHEAD: Okay. This is also
 3 about personal jurisdiction, personal
 4 address, obviously goes to personal
 5 jurisdiction, that's why I'm asking for his
 6 personal address.
 7 MR. KRASIK: If you would --
 8 A. I live in Connecticut.
 9 MR. KRASIK: That's fine.
 10 A. I reside in Connecticut. My only
 11 permanent address is in Connecticut. How's that?
 12 Q. That's fine.
 13 MR. BRODHEAD: I think we're entitled
 14 to the actual address. This is done pursuant
 15 to a confidentiality agreement. I have no
 16 interest in the address.
 17 MR. KRASIK: Mr. McMahon is a public
 18 figure. I think he would prefer not to give
 19 his personal information, such as his
 20 personal address. I can't see the relevance
 21 of what his specific address is.
 22 MR. BRODHEAD: Well, we could resolve
 23 this by --
 24 A. I have no problem. 14 Hurlingham
 25 Drive in Greenwich, Connecticut.

Page 9

1 Vince McMahon
 2 Q. Zip code?
 3 A. I don't know the zip code.
 4 Q. Okay. How long have you been at that
 5 address?
 6 A. About 15 years.
 7 Q. And if you would, I just want to make
 8 sure it gets taken down on the record: State your
 9 work address.
 10 A. 1241 East Main Street in Stamford,
 11 Connecticut.
 12 Q. How long have you been at that
 13 address?
 14 A. Approximately 10 years.
 15 Q. What's your current employment?
 16 A. My current employment?
 17 Q. What is your job?
 18 A. My job? I'm the Chairman of the Board
 19 of Titan Entertainment, World Wrestling
 20 Entertainment.
 21 Q. Did you say Titan Entertainment?
 22 A. It's really World Wrestling
 23 Entertainment. It's formerly known as Titan. We've
 24 had a couple of former names.
 25 MR. KRASIK: And we can agree that the

3 (Pages 6 to 9)

Page 10

1 Vince McMahon
 2 WWE refers to all former names?
 3 MR. KRASIK: Yes.
 4 THE WITNESS: Yes, we can.
 5 Q. Okay. And as Chairman of the Board,
 6 what do your duties entail?
 7 A. Basically, overseeing all of the
 8 entire operations.
 9 Q. Are you compensated for that job?
 10 A. Yes, I am.
 11 Q. You also perform as a wrestler for WWE
 12 from time to time?
 13 A. Yes, I do.
 14 Q. Do you receive compensation for your
 15 performance as a wrestler?
 16 A. Separate than that from Chairman?
 17 Q. Yes, separate from being Chairman.
 18 A. I'm not exactly sure how that's set
 19 up. I think I do.
 20 Q. Do you know if there is a contract
 21 between you and WWE for your appearances as a
 22 wrestler for WWE?
 23 A. There could very well be. I'm not
 24 certain.
 25 MR. BRODHEAD: Is that something that

Page 12

1 Vince McMahon
 2 Q. Do you own any businesses in the State
 3 of Georgia?
 4 A. No.
 5 Q. Do you own any part of any businesses
 6 in the State of Georgia?
 7 A. No.
 8 Q. Do you own any vehicles registered in
 9 the State of Georgia?
 10 A. No.
 11 Q. Have you ever personally been in the
 12 State of Georgia?
 13 A. Yes.
 14 Q. Have you ever entered into any
 15 contracts in Georgia?
 16 MR. KRASIK: Objection. I think it
 17 calls for a legal conclusion, but to the
 18 extent that you understand, you can answer
 19 that.
 20 A. I'm not certain. We bought Georgia
 21 Championship Wrestling at one time years ago, but I
 22 don't know if that was, if that was, if that fits
 23 your criteria or not.
 24 Q. That would.
 25 Do you know of any other contracts

Page 11

1 Vince McMahon
 2 could be produced provided that it exists?
 3 MR. KRASIK: We'll take a look for it.
 4 MR. BRODHEAD: Can you write down the
 5 items that we're requesting?
 6 MR. MYERS: Sure.
 7 (Production request for contract
 8 between Mr. McMahon and WWE for appearing as
 9 a wrestler indexed.)
 10 Q. How many employees are there of WWE?
 11 A. Approximately, 400.
 12 Q. As the Chairman of the Board, do you
 13 have the authority to fire employees, if you want
 14 to?
 15 A. Sure.
 16 Q. As Chairman of the Board, can you
 17 override the decision of any other employee of WWE?
 18 A. Yes.
 19 MR. KRASIK: Objection.
 20 Q. Do you own any residences in the State
 21 of Georgia?
 22 A. No.
 23 Q. Do you own any property in the State
 24 of Georgia?
 25 A. No.

Page 13

1 Vince McMahon
 2 that WWE— sorry, that you personally have signed
 3 in Georgia?
 4 MR. KRASIK: Let me object. I think
 5 when Mr. McMahon said "we bought," it was not
 6 necessarily he personally.
 7 A. No. We're talking about the
 8 corporate, the company?
 9 Q. That's correct. That's why I'm
 10 correcting the question so it would be clear: Have
 11 you personally signed any contracts in Georgia?
 12 A. No.
 13 Q. Do you know who would have signed the
 14 contract for the purchase of Georgia Championship
 15 Wrestling?
 16 A. I might have in my official capacity
 17 at the company.
 18 Q. Do you know if you would have
 19 personally signed any other agreements in Georgia?
 20 MR. KRASIK: Objection. That
 21 mischaracterizes what he said.
 22 MR. BRODHEAD: But it's a new
 23 question. I'm asking does he know of any
 24 contracts.
 25 MR. KRASIK: You said any other

Page 14

1 Vince McMahon
 2 contracts in Georgia. Mr. McMahon said he
 3 may have signed the contract, but that's not
 4 necessarily true.
 5 MR. BRODHEAD: Agreed.
 6 Q. Do you know of any contracts with
 7 exclusion of the reference to the one for Georgia
 8 Championship Wrestling that you might have signed in
 9 the State of Georgia?
 10 A. No.
 11 Q. When was the last time you were in
 12 Georgia?
 13 A. A couple of months ago.
 14 Q. What was the purpose of that visit?
 15 A. A television taping.
 16 Q. And what was the TV taping for?
 17 A. Either RAW or SmackDown, I don't
 18 recall which.
 19 Q. And both RAW and SmackDown are
 20 broadcast shows of WWE?
 21 A. Yes.
 22 Q. Were you appearing there as a wrestler
 23 two months ago?
 24 A. I don't think so.
 25 Q. Do you know how many times you've been

Page 16

1 Vince McMahon
 2 sometimes television, sometimes house shows, but
 3 probably would hit Georgia or Atlanta at least once
 4 a year as a regular scheduled stop along our
 5 television production path, in which, chances are, I
 6 would be there for that.
 7 MR. KRASIK: To clarify, when you say
 8 "trips," do you mean vacations?
 9 MR. BRODHEAD: No, I mean any time you
 10 would have entered Georgia.
 11 Q. And I think that was included in your
 12 response; is that correct?
 13 A. That's correct.
 14 Q. With the exception of work that you've
 15 done in Georgia as a wrestler, or work that you've
 16 done in association with WWE, have you done any
 17 other work in the State of Georgia?
 18 A. No.
 19 Q. Did you work in Georgia on January
 20 20th of 2002, which was the date of the Royal
 21 Rumble?
 22 A. Yes.
 23 Q. Did you work there as a wrestler?
 24 A. Yes, I did.
 25 Q. And did you work there in your

Page 15

1 Vince McMahon
 2 to the State of Georgia?
 3 A. Since when?
 4 Q. Since ever.
 5 A. Since ever?
 6 Q. I mean, has it been tens of times,
 7 hundreds of times?
 8 A. No, tens.
 9 Q. So you would assume less than 100
 10 times in your life?
 11 A. Oh, yes.
 12 Q. Less than 50 times in your life?
 13 A. Yes.
 14 Q. Less than 20 times?
 15 A. Probably, somewhere in that
 16 neighborhood.
 17 Q. Do you have any regularly planned
 18 trips that you go to Georgia every year?
 19 A. No. By that, do you mean personally
 20 or professionally?
 21 Q. Well, actually, personally or
 22 professionally at this point.
 23 A. From a personal standpoint, no. From
 24 a professional standpoint, Atlanta is a major
 25 metropolitan area in which our company would play

Page 17

1 Vince McMahon
 2 capacity as Chairman of the Board of WWE, as well?
 3 A. Of course.
 4 Q. Were you compensated separately from
 5 your salary as Chairman of the Board for your
 6 appearance as a wrestler on the Royal Rumble on
 7 January 20th, 2002?
 8 A. I think you asked me that question
 9 earlier, and I responded the same way I will respond
 10 at this time: I'm not certain if there is a
 11 separate contract or not that separates my
 12 personality pay -- you call it wrestler pay -- with
 13 that of my function as Chairman of the Board. So
 14 I'm not certain of that same answer to the same
 15 question.
 16 Q. Okay. Is it generally referred to as
 17 personality pay in the industry?
 18 A. No.
 19 Q. Is it referred to as anything other --
 20 A. Wrestler is fine. You know, it's just
 21 that I don't wrestle that often, but I'm generally a
 22 television personality sometimes, which it doesn't
 23 always mean that I'm wrestling. But I'm fine with
 24 your term, making it a determination as a wrestler.
 25 Q. Well, actually, that leaves me that I

5 (Pages 14 to 17)

Page 18

Vince McMahon

need to expand the question, as well.

So when you do appear -- tell me all the capacities that you might appear -- well, I guess I'll just leave it at that. Tell me all the capacities you may appear, by that I mean, we described Chairman of the Board of WWE, as a wrestler and as a TV personality. Are there any other capacities?

A. Let me clarify those for you because you're mixing it up.

As the Chairman of the Board, that has nothing to do with anything that's my television personality. I have a character known as Mr. McMahon on television, who is, in fact, the owner, although it's a public company, and I don't own -- it's a public company, but nonetheless, my character is the portrayal of one who is a very dogmatic, egotistical owner who throws his weight around quite a bit. Sometimes that personality role sometimes will lead to a match.

MR. KRASIK: I object to the form of that last question.

Q. Is it correct that you have, in fact, trademarked the name Vince McMahon?

Page 20

Vince McMahon

pages.

A. Okay.

(Witness complies.)

Q. Do you recognize that as the, as a copy of the cover of the Royal Rumble video?

A. No, I wouldn't recognize that. I've seen this before, but I don't know if it's the cover of the Royal Rumble video or not.

Q. In what context have you seen that before?

A. This was our Pay-Per-View poster, which can be used for multiple things. And if you tell me this poster was used for the cover of our video, I'll accept that.

Q. Okay. If you look at the second page, please. About in the middle it says "Street fight, no DQ, no count out." And it has "Vince McMahon TM versus Rick Flair TM." Do you see that portion?

A. Yes, I do.

Q. Do you know what the "TM" stands for next to your name?

A. It seems to be next to everyone's name, doesn't it?

Q. Yes.

Page 19

Vince McMahon

MR. KRASIK: Objection. Who are you speaking of, Vince, personally, or the company?

MR. BRODHEAD: Well, actually, I'll speak of Vince, personally.

Q. Have you personally trademarked your name Vince McMahon?

A. I don't know.

Q. Has the company WWE trademarked your name?

A. I don't know.

Q. And actually, by that I mean trademarked the name Vince McMahon, which I assume is the same answer; that you don't know?

A. I don't know.

MR. BRODHEAD: If you could mark this as McMahon I.

(McMahon Exhibit 1, copy of cover of the Royal Rumble video, was marked for identification as of this date.)

MR. BRODHEAD: Let the record reflect I'm showing the deponent what's been marked as McMahon I.

Q. Would you take a look at that, both

Page 21

Vince McMahon

A. I guess trademark, but --

Q. Are you familiar with what a trademark is?

A. Yes, I am.

Q. Have you ever been involved in securing trademarks for any names?

MR. KRASIK: By "you," who are you referring to?

MR. BRODHEAD: Well, I'm actually referring to him, personally.

A. Me, personally?

Q. Yes.

A. Have I ever trademarked some name personally? No. The answer is no.

Q. Have you ever as the Chairman or as an employee of WWE made efforts to have a name trademarked?

A. I'm sure we have.

Q. Okay. And I think I need to restate that question.

Your response was "I'm sure we have."

My question actually to you was: In your capacity, have you in your capacity as Chairman, or any other employee of WWE, ever

Page 22

1 Vince McMahon
 2 assisted in obtaining trademarks?
 3 A. I'm not an attorney, much less a
 4 trademark one, so I wouldn't be doing that in any
 5 capacity. That's not my job.
 6 But in terms of protecting our
 7 intellectual properties, I would expect those that
 8 are charged with, with protecting WWE intellectual
 9 properties would do their jobs.
 10 Q. Who makes the decision regarding what
 11 names will be trademarked and which names will not
 12 be trademarked?
 13 A. I guess that would be a legal, a legal
 14 discussion.
 15 Q. Have you in your capacity as an
 16 employee of WWE ever suggested that a particular
 17 name be trademarked?
 18 A. Again, if we put someone on our air,
 19 and they have a name, then hopefully, we will be
 20 protected in whatever way we should be protected.
 21 I'm not an attorney. It's just a normal course of
 22 doing business. Someone comes on our air,
 23 naturally, you want to protect your intellectual
 24 property in whatever way you can, or sometimes you
 25 cannot do. We do the best we can.

Page 24

1 Vince McMahon
 2 name is trademarked or not, I can't remember. It's
 3 not anything that I would under normal circumstances
 4 do.
 5 Q. Okay. Are you familiar with an
 6 individual named Chris Irvine?
 7 A. Yes.
 8 Q. How do you know him?
 9 A. He's one of the WWE Superstars. Not
 10 known by that name.
 11 Q. And what is a WWE Superstar?
 12 A. It's an individual who has achieved a
 13 certain level of stardom as a performer under our
 14 umbrella.
 15 Q. Under what name has Mr. Chris Irvine
 16 achieved that level of stardom?
 17 A. As Chris Jericho.
 18 Q. How long have you known Mr. Irvine?
 19 A. Time flies, I don't know, six years,
 20 you know, something like that.
 21 Q. Is Mr. Irvine an employee of WWE?
 22 A. He's an independent contractor, I
 23 believe.
 24 Q. Do you know if he would have signed
 25 the independent contractor agreement with

Page 23

1 Vince McMahon
 2 Q. I apologize for asking this again, but
 3 I'm really looking for your conduct in this matter.
 4 I understand that WWE would take
 5 efforts to protect its trademark and protect its
 6 intellectual property.
 7 My question was with regard to your
 8 conduct as a representative or employee of WWE, have
 9 you ever directed that a particular name be sent
 10 through the process to become trademarked?
 11 A. In generalities, as a part of the
 12 creative process, we come up with a number of names,
 13 not just about individuals. For instance, Royal
 14 Rumble. That's a name of a Pay-Per-View. And
 15 hence, the name of a video that follows the
 16 Pay-Per-View, etcetera.
 17 So when I come up with, or whomever
 18 comes up with a name, it would go through a normal
 19 process. Chances are, I would not specifically say
 20 to our trademark guys, "Hey, go trademark this."
 21 Because once we come up with it, and once we start
 22 to use it, the normal process is that the legal
 23 folks do their jobs.
 24 Whether or not I personally have said
 25 something about go, make sure this one particular

Page 25

1 Vince McMahon
 2 Mr. Irvine?
 3 A. If I would have?
 4 Q. Yes, if you personally would have?
 5 A. I don't recall.
 6 Jim Ross is in charge of talent
 7 relations. It could very well have been Jim Ross
 8 who signed it.
 9 MR. BRODHEAD: I would also like a
 10 copy of that independent contractor
 11 agreement, if that is acceptable.
 12 MR. KRASIK: We'll take that under
 13 advisement.
 14 (Production request for copy of
 15 independent contractor agreement indexed.)
 16 Q. Have you ever signed an independent
 17 contractor agreement with a, with any individual who
 18 was a wrestler for WWE?
 19 MR. KRASIK: Object. I'm not sure
 20 what that has to do with jurisdiction, what
 21 it really has to do with this case, but if
 22 you can answer.
 23 A. If I ever signed a contract with one
 24 of our performers?
 25 Q. An independent contractor contract

7 (Pages 22 to 25)

Page 26

Vince McMahon

with one of your performers, yes.

A. I believe all of our contracts are with independent contractors. And I could very well have signed a number of them, especially in the earlier days. I don't make a habit of signing them these days, but I could very well have.

Q. Do you know if Chris Irvine performed in Atlanta at the Royal Rumble on January 20th of 2002?

A. Let me just look here. I think he did, yes.

MR. KRASIK: This isn't a memory test, right?

MR. BRODHEAD: It is not a memory test.

A. Yes.

Q. Was there a point in time when Chris Irvine's character became the champion of the WWE?

A. Yes.

Q. Do you know what event that was at?

A. It was not this event. I don't believe.

Q. Do you know what event it was?

A. I'm sorry, I can't remember.

Page 28

Vince McMahon

there was no reason for us -- although we reserved the right, there was no reason for us to change the name when he came here.

Q. Is there an approval process that an individual has to go through before a specific character name is used?

A. An approval process?

Q. Does WWE approve character names?

A. Yes, there's a whole legal process which you go through before names are approved.

Q. What's the legal process that is gone through before names are approved?

A. There is a search, for instance, going back to whether it's an individual name or the name of a Pay-Per-View like Royal Rumble. Our legal people will do a search and tell us whether or not, in their legal opinion, it will "clear" legally, and if it does or whatever encumbrances there may be, and what areas there may be problems, or it's totally clear, go about and register it. That's the preliminary.

And then you go for some sort of formal thing, and you may or may not run into more problems there.

Page 27

Vince McMahon

Q. Okay. Do you know what character Chris Irvine used when he wrestled on January 20th, 2002 in Atlanta?

A. What character he used?

MR. KRASIK: Objection.

Q. I'm sorry, what character name?

A. Chris Jericho.

Q. And character name, is that a proper term within the industry, if I say "character name"?

A. Yes, sure.

Q. Would you tell us what a character name is?

A. The character name is the name of the television personality, and not necessarily the name of the actual human being playing the part of that personality. In this case, Chris Jericho is the personality. Chris Irvine is the human being who plays that part.

Q. What's the purpose of using a character name?

A. Stage names, sometimes -- this name actually came to us. It was not anything that we had invented, because Jericho was working at WCW as Chris Jericho. He was known as Chris Jericho. So

Page 29

Vince McMahon

Q. Does the WWE enter into an agreement, or is there any document that authorizes an individual to use a particular character name?

MR. KRASIK: Objection to form. Do you understand the question?

A. Sometimes our contracts are signed, obviously by the human being that is playing the part, but sometimes the part changes. We have performers be four or five different personalities with four or five different names going forward. And each time that occurs, it's legal's responsibility to make sure that, that that is okay legally. And secondly, that proper releases are done with the talent.

Q. Do you have personally any input on how your talent, or what character name your talent might use?

A. Sometimes I do, yes.

Q. What's the extent of your input? I mean, what's the most extent you've had, the most input you've had?

A. The most input I've had?

Q. Well, such as, an example would be coming up with a name, name and then telling an

<p style="text-align: right;">Page 30</p> <p>1 Vince McMahon</p> <p>2 individual that that would be the name that he'll</p> <p>3 use.</p> <p>4 MR. KRASIK: Objection.</p> <p>5 A. We always work with our talent to make</p> <p>6 sure they're comfortable with whatever names we come</p> <p>7 up. And conversely, when the talent comes up with</p> <p>8 the name, we have to be comfortable with that, as</p> <p>9 well corporately and it's a joint effort. It's not</p> <p>10 okay, you're playing this part. Here's your name</p> <p>11 and go get dressed and don't even say hello. We</p> <p>12 encourage interaction with our talents to make sure</p> <p>13 they're comfortable with everything we give them.</p> <p>14 I guess maybe the most emphatic</p> <p>15 character perhaps that would fit where you're trying</p> <p>16 to go would be The Undertaker played by Mark</p> <p>17 Callaway.</p> <p>18 The Undertaker was a concept that</p> <p>19 originated from the office, and the name, as well,</p> <p>20 and then presented to Mark Callaway who liked it.</p> <p>21 And he is now known as The Undertaker.</p> <p>22 Other times we've come up with names</p> <p>23 that did not suit characters, such as Stone Cold</p> <p>24 Steve Austin.</p> <p>25 When Steve Williams -- his real</p>	<p style="text-align: right;">Page 32</p> <p>1 Vince McMahon</p> <p>2 Q. Do you know when Mr. Irvine first used</p> <p>3 the phrase Living Legend to refer to himself?</p> <p>4 A. Oh, it was for a brief period of time</p> <p>5 a couple of years ago.</p> <p>6 Q. Did Mr. Irvine have to go through an</p> <p>7 approval process to use the term Living Legend in</p> <p>8 reference to himself?</p> <p>9 MR. KRASIK: Objection to form.</p> <p>10 A. No. Best I recall, Chris used that</p> <p>11 one night describing himself as a Living Legend,</p> <p>12 describing his character as a Living Legend. I</p> <p>13 didn't think it was terribly creative because it had</p> <p>14 been used before. But he liked it, stuck with it</p> <p>15 for a while, although that wasn't the only one he</p> <p>16 used.</p> <p>17 He uses a lot of terms to describe</p> <p>18 himself all of which relate to Chris Jericho as</p> <p>19 larger than life. And there has been two or three</p> <p>20 others, as well.</p> <p>21 Q. Did you ever authorize Mr. Irvine's</p> <p>22 use of the phrase Living Legend in reference to</p> <p>23 himself?</p> <p>24 MR. KRASIK: Objection to form. Do</p> <p>25 you understand what he means by "authorize"?</p>
<p style="text-align: right;">Page 31</p> <p>1 Vince McMahon</p> <p>2 name -- came here, he was The Ringmaster. And that</p> <p>3 was the name given to Steve Williams to use. And he</p> <p>4 did for a while. And he just came to me one day and</p> <p>5 said "I'm not The Ringmaster. I can't get into</p> <p>6 that. And I'm really Stone Cold."</p> <p>7 I said "You're who?"</p> <p>8 He said "I'm Stone Cold."</p> <p>9 So he came up with Stone Cold Steve</p> <p>10 Austin. And we cleared and everything was</p> <p>11 successful. He and we together made that a very</p> <p>12 successful name and identity.</p> <p>13 Q. Have you personally ever instructed a</p> <p>14 wrestler that he could not use a particular name or</p> <p>15 phrase in reference to himself?</p> <p>16 A. I may have.</p> <p>17 Q. Do you know if Mr. Irvine ever used</p> <p>18 the phrase "Living Legend" in reference to himself?</p> <p>19 A. Yes.</p> <p>20 Q. And he did?</p> <p>21 A. Yes.</p> <p>22 Q. How many times do you know of that</p> <p>23 Mr. Irvine has used the phrase Living Legend to</p> <p>24 refer to himself?</p> <p>25 A. I don't know.</p>	<p style="text-align: right;">Page 33</p> <p>1 Vince McMahon</p> <p>2 THE WITNESS: Yes. I do.</p> <p>3 A. And I think that in terms of -- first</p> <p>4 of all, it was not my idea for him to use Living</p> <p>5 Legend, because that was something that my dad in</p> <p>6 promoting Bruno Sammartino asked Bruno to start</p> <p>7 using. We started calling Bruno The Living Legend.</p> <p>8 Subsequent to that, we did what's</p> <p>9 known as a program, which was a series of matches</p> <p>10 with Larry Zbyszko who allegedly was from Pittsburgh</p> <p>11 and allegedly trained by Bruno, and it was a</p> <p>12 pupil/student battle-type thing.</p> <p>13 So then Larry started using Living</p> <p>14 Legend; of course at my dad's behest, as well.</p> <p>15 So that's why I wasn't terribly</p> <p>16 enamored with Living Legend. But at the same time,</p> <p>17 had I said "Chris Jericho, don't use" -- or Chris</p> <p>18 Irvine -- "don't use Living Legend," he wouldn't</p> <p>19 have.</p> <p>20 So whether that's tacit approval or</p> <p>21 whatever it might be. You might say it is, because</p> <p>22 I do have the ability to say "Don't use that."</p> <p>23 And again, we try to give our talent</p> <p>24 some leeway as to how to describe themselves and so</p> <p>25 forth. And my only objection to it was one of it</p>

Page 34

1 Vince McMahon
 2 had been done before.
 3 Q. Does WWE enter into licensing
 4 agreements with other companies?
 5 A. Other companies? Yes, we do.
 6 Q. And does WWE license character names
 7 and phrases used in reference to particular
 8 wrestlers?
 9 A. Yes, we do. There is a process by
 10 which that goes forward with licensees.
 11 Q. And are those license agreements in
 12 writing?
 13 MR. KRASIK: Let me just object to
 14 your last question, and now you can ask your
 15 new question. I'm sorry, could you repeat
 16 that?
 17 Q. The question is: Are those license
 18 agreements in writing?
 19 A. Yes.
 20 Q. Do you ever personally sign those
 21 license agreements?
 22 A. I don't believe so, no.
 23 Q. Do you know who does?
 24 A. Probably Donna Goldsmith now. Prior
 25 to Donna Goldsmith, I think it was Jim Bell.

Page 36

1 Vince McMahon
 2 everything, be everything, et cetera. So the idea
 3 of me looking at every single license and all that
 4 sort of stuff is sort of an absurd notion.
 5 Q. Did WWE ever license the phrase Living
 6 Legend in reference to Mr. Irvine?
 7 MR. KRASIK: Objection.
 8 A. I don't believe so.
 9 MR. BRODHEAD: Could you just mark
 10 this as McMahon 2, please.
 11 (McMahon Exhibit 2, Xerox copy of
 12 packaging for action figure, was marked for
 13 identification as of this date.)
 14 Q. That is a, a copy, the best copy we
 15 could get of a box that was for a particular action
 16 figure. And included in those action figures was a
 17 representation of Chris Jericho.
 18 Are you familiar with what that
 19 product might be, or does that allow you to
 20 recognize what the product would be?
 21 A. I've never seen this before.
 22 MR. KRASIK: For the record, we aren't
 23 looking at the product. We are looking at a
 24 black and white Xerox copy of packaging
 25 without the product present.

Page 35

1 Vince McMahon
 2 Q. Were the license agreements entered
 3 into since January 1 of 2001 have been signed by
 4 either Donna Gold (sic) or Jim Bell?
 5 A. What's the date?
 6 Q. January 1 of 2001?
 7 A. I think it would be Donna.
 8 MR. KRASIK: It's Goldsmith.
 9 MR. BRODHEAD: Goldsmith, I'm sorry.
 10 THE WITNESS: Right.
 11 Q. Do you personally approve the
 12 licensing of character names and phrases used to
 13 describe particular wrestlers?
 14 MR. KRASIK: Objection.
 15 A. No. Again, there is a process here.
 16 Once someone is known by a certain name, you would
 17 assume then that that's the name that's going to be
 18 licensed.
 19 Q. In your capacity as Chairman,
 20 obviously, you would have the ability to veto the
 21 use of any name in a license; is that correct?
 22 MR. KRASIK: Objection to form.
 23 A. That's technically correct. However,
 24 there is a certain amount of business that goes on
 25 at World Wrestling Entertainment, and I can't see

Page 37

1 Vince McMahon
 2 It's been represented by counsel to
 3 be, among other things, a doll of Chris
 4 Jericho; however, that is not with us right
 5 now.
 6 Q. Are you familiar with any action
 7 figures that were made of wrestlers?
 8 MR. KRASIK: Objection to form.
 9 A. Am I familiar with action figures?
 10 Q. That were made of wrestlers, that were
 11 WWE wrestlers?
 12 A. That were?
 13 Q. Or that are.
 14 Have any WWE wrestlers been, had
 15 action figures produced of the character?
 16 A. Of course, yes.
 17 Q. Okay. Has Mr. Irvine's character,
 18 Chris Jericho, ever been produced as an action
 19 figure, to your knowledge?
 20 A. Yes.
 21 Q. Has that action figure ever been
 22 described on the packaging, as far as you know of,
 23 as a Living Legend?
 24 A. On -- if I assume correctly, that this
 25 is a copy of a package, which we don't have before

Page 38

1 Vince McMahon
 2 us, someone -- whether it was our company or the
 3 licensee who manufactures and distributes, in this
 4 case it would be Jakks. Jakks has our license for
 5 articulated action figures.
 6 As I'm reading this, I'm seeing that
 7 Rick Flair, that there is a word "Woooooo!" next to
 8 Rick Flair. And then on top of Chris Jericho, a
 9 shot of Chris Jericho, there is a quote: "I am a
 10 Living Legend." So I'm reading what I'm seeing here
 11 for the first time. Whether or not this is approved
 12 by my company or not, I don't know.
 13 Q. Who would be in charge of the
 14 approval-- let me backup.
 15 Would the use of the term, or the
 16 phrase "I am a Living Legend" have to be approved by
 17 the WWE?
 18 A. By contract, yes. So would
 19 "Woooooo," so would "Fueled by Fury," whatever is
 20 here in writing.
 21 There are approval processes that we
 22 ask for in our licensee program that hopefully are
 23 carried out.
 24 Q. Would you have personally signed any
 25 of those licensing agreements? I think we might

Page 40

1 Vince McMahon
 2 A. No, not to my knowledge.
 3 MR. KRASIK: You're right, it was
 4 asked before, so I object.
 5 MR. BRODHEAD: I'm just trying to move
 6 on.
 7 Q. Did the licensing agreements entered
 8 into by WWE contain geographic restrictions? By
 9 that I mean, would there be a license agreement that
 10 said perhaps Jakks could sell articulated action
 11 figures west of the Mississippi, and somebody else
 12 could sell them east of the Mississippi, or produce
 13 them east of the Mississippi? Is there a geographic
 14 location restriction, as far as you're aware?
 15 A. I'm not certain about international.
 16 There may be some geographic restrictions on
 17 international. This is a global brand. And under
 18 normal circumstances, there may be some. But from a
 19 United States standpoint, I would doubt it very
 20 seriously.
 21 Q. Do you have any ownership in Jakks
 22 Pacific, personally?
 23 A. No.
 24 Q. Does WWE have any ownership in Jakks
 25 Pacific?

Page 39

1 Vince McMahon
 2 have just covered that. That would have been Donna
 3 Goldsmith that would have signed those licensing
 4 agreements?
 5 A. Right. Although I may have signed one
 6 years ago or something. I don't know.
 7 Q. But since January of 2001?
 8 A. I don't think I signed them. I sign a
 9 lot of things that are just put in front of me, you
 10 know, with a blind faith that I'm signing the right
 11 things. I don't think I sign license agreements.
 12 That's not my forte.
 13 MR. BRODHEAD: We would obviously also
 14 like the license agreement for that product
 15 with Jakks.
 16 (Production request for license
 17 agreement with Jakks indexed.)
 18 MR. KRASIK: Take that under
 19 advisement.
 20 Q. I apologize if I asked this before,
 21 but I just want to get clarification so we can move
 22 on with it.
 23 Have you ever approved the licensing
 24 of the phrase "Living Legend" in reference to
 25 Mr. Irvine or his character Chris Jericho?

Page 41

1 Vince McMahon
 2 A. I don't believe so. They gave us some
 3 warrants at one time. I think it's called, but we
 4 cashed them in.
 5 Q. Do you have any other control over
 6 Jakks Pacific?
 7 MR. KRASIK: Objection to form. What
 8 control has been established?
 9 Q. Do you have any other way of
 10 controlling? It's not meant to imply that there was
 11 some control that has been established so far.
 12 Let me ask you this way: Do you have
 13 any control over Jakks Pacific, personally?
 14 A. Personally no.
 15 Q. Does WWE have any control over Jakks
 16 Pacific?
 17 A. Only as it relates to our licensing
 18 agreement and the rights that we have.
 19 Q. Am I correct that as Chairman of WWE,
 20 you could have prevented the WWE from entering into
 21 an agreement with Jakks Pacific?
 22 MR. KRASIK: Objection to form.
 23 A. Hold on a second. As the Chairman I
 24 could have objected from the company entering into
 25 an agreement with Jakks; is that the question?

11 (Pages 38 to 41)

Page 42

1 Vince McMahon
 2 Q. Actually, could you have prevented it?
 3 Could you have said "Let's not enter into an
 4 agreement," and kept the WWE from entering into an
 5 agreement with Jakks?
 6 MR. KRASIK: That's a hypothetical
 7 question. I object on that basis.
 8 A. I don't understand that, at all.
 9 Q. Did you have authority to prevent an
 10 agreement?
 11 A. To prevent?
 12 Q. To prevent agreements?
 13 A. We don't try to prevent agreements.
 14 We try to make agreements. We're not attorneys.
 15 That's what attorneys do. We try to make things
 16 happen.
 17 I don't understand the phraseology, at
 18 all. I don't try to prevent things. I try to make
 19 things happen.
 20 Would we try to enter into an
 21 agreement with a bona fide licensee? Yes, we would
 22 have. Did we enter into one with Jakks? Yes, we
 23 did. With our own free volition, our own free will?
 24 Yes, we will. Does it help you?
 25 Q. It does, but it's not necessarily what

Page 44

1 Vince McMahon
 2 organization.
 3 And my understanding of your authority
 4 within the organization is if you want an agreement
 5 to occur, you have the authority to make it occur.
 6 If there is an agreement that's being negotiated
 7 that you don't want to occur, you have the authority
 8 to stop it from occurring. That's my understanding:
 9 is that correct?
 10 A. The correct answer is: As the
 11 Chairman, I let everyone do their jobs. So whoever
 12 is in charge of our licensing program, if they bring
 13 what I consider and presented as a bona fide
 14 contract with someone, then I'm going to accept
 15 their recommendation that this is the thing to do,
 16 that this is the generally accepted rule, et cetera.
 17 And I'm going to accept their position, generally
 18 speaking, and support them and enter into an
 19 agreement. If someone came to me and said -- who
 20 was in charge of our license department -- "Don't
 21 enter into an agreement," I would have accepted
 22 that, as well.
 23 Q. If someone came to you with an
 24 agreement that you did not feel was a bona fide
 25 agreement --

Page 43

1 Vince McMahon
 2 I was asking.
 3 If WWE, through other employees, was
 4 working on an agreement with Jakks, and if you
 5 didn't like that agreement with Jakks, could you
 6 have vetoed the agreement?
 7 MR. KRASIK: Same objection.
 8 A. I wouldn't be vetoing an agreement.
 9 There wouldn't be an agreement.
 10 Q. So you would be able to prevent an
 11 agreement from forming?
 12 MR. KRASIK: Objection to form.
 13 A. I would assume that whoever would be
 14 running our licensing program, as long as they were
 15 doing it on a bona fide basis, and not in cahoots
 16 with Jakks, or any other licensee or something like
 17 that, then my job is to agree to things, not to
 18 disagree to something before it happens. So we
 19 would agree to enter into that.
 20 So if the implication is we could have
 21 disagreed, obviously, that's your answer.
 22 Q. And I'm not trying to -- I apologize
 23 if my question is not artful. I apologize if my
 24 question is inartful. It's not meant to address
 25 anything other than your authority within the

Page 45

1 Vince McMahon
 2 A. That I felt?
 3 Q. Yes. You make the decisions.
 4 A. Again I'm going to get back, whoever
 5 is in charge of the licensing program at the time, I
 6 allow people to do their jobs. If they are going to
 7 present an agreement and say "This is a good
 8 agreement, and this is what we should do as a
 9 company," I'm going to say "fine." If they bring
 10 me an agreement or a proposal and say "We should not
 11 do this one," then I'm going to say "fine." That's
 12 their jobs. That's what they do.
 13 Q. Do you have final approval of
 14 licensing agreements?
 15 A. I don't think I've ever looked at a
 16 licensing agreement in my life. I'm not, I'm not an
 17 attorney. I'm a Chairman of the Board. I want
 18 people to do their jobs.
 19 MR. KRASIK: Are we going to move on
 20 from this line?
 21 MR. BRODHEAD: Yes.
 22 Q. Do you know whether -- well, we're
 23 about to move on. I think we're two questions away
 24 from moving on.
 25 Do you know whether or not the

<p style="text-align: right;">Page 46</p> <p>1 Vince McMahon 2 agreement with Jakks Pacific allowed Jakks Pacific 3 to distribute products within Georgia? 4 A. I would assume it would. 5 Again, you seem to ask the same 6 questions over. My response earlier was from the 7 United States standpoint. I don't think there was 8 any restrictions geographically from the United 9 States. There may be some on an international basis 10 that I am unaware of. So Georgia is part of the 11 United States. 12 Q. Is there a term, a term "story line" 13 that's ever used in the wrestling industry or within 14 WWE? 15 A. Story line? Yes. 16 Q. What is a story line? 17 A. A story line in our business is no 18 different than a story line in a soap opera or 19 drama. Same thing. Come up with a concept, 20 involves characters. It could be a story line or 21 subject matter about anything in life, pregnancy, 22 jealousy, inheritance, all sorts of things, you name 23 it. And we've probably done it at one time or 24 another. 25 Q. What's the purpose of having a story</p>	<p style="text-align: right;">Page 48</p> <p>1 Vince McMahon 2 story line 3 But again, it takes two to tango. If 4 I can go in and cut to the chase and help you out 5 here, Living Legend is not a story line. Living 6 Legend was a description of Chris Jericho, in my 7 view, in his own words who he thought he was as a 8 character; one of the many that he used. Didn't 9 enhance his character anymore than any others that 10 he used, and maybe less because it's been used 11 before. 12 And it wasn't a story line, because 13 you make sure you can capitalize on it. Larry 14 Zbyszko who is the complainant here, he would have 15 to be under contract to us for that to have been a 16 story line, notwithstanding Larry's attempts on many 17 occasions to want to be a part of our story line. 18 Larry attempted to call Jim Ross, who 19 is in charge of talent relations, and gain 20 employment here in one form or another many, many 21 times, but it didn't happen. So that wasn't a story 22 line, because a story line is something when you 23 have wrestler A and wrestler B, or personality A and 24 personality B under contract, and so you can bring 25 them together in some sort of culmination as a story</p>
<p style="text-align: right;">Page 47</p> <p>1 Vince McMahon 2 line for the wrestling entertainment industry? 3 A. To generate interest. And you want to 4 make sure your story line is one that obviously 5 involves a lot of people or as many people as 6 possible so that you can capitalize on it, either in 7 a match or some sort of other culmination. 8 Q. Do you have input regarding the story 9 lines used by WWE? 10 A. Yes, I do. 11 Q. How long does a story line usually 12 last? 13 A. It really depends. Some of them fall 14 flat on their face first time you try it and others 15 continue. 16 Q. What would be -- I guess the range 17 would be from a one episode to how long? 18 A. A couple of years. 19 Q. So the story lines would be used to 20 attract viewers; is that correct? 21 A. Yes, again, Mr. McMahon, Stone Cold 22 type situation which lasted a long time, that's one 23 I think has lasted the longest so far and actually 24 can continue. It's the disgruntled employee and the 25 overbearing and overzealous boss. So that's the</p>	<p style="text-align: right;">Page 49</p> <p>1 Vince McMahon 2 line. 3 Living Legend was not a story line, 4 unless Bruno Sammartino was going to come out of 5 retirement, and I wouldn't think that would be too 6 likely. 7 Q. The story lines are used to keep 8 viewers watching future events, as well; is that 9 correct? 10 MR. KRASIK: Objection to form. 11 A. Story lines are, again, they are there 12 to create interest in the product. 13 Q. And it's to keep a continuing interest 14 in the product; is that correct? 15 A. We have new story lines all the time. 16 And the product has continued for many years, and 17 will many years after I'm gone. 18 Q. The WWE has events that take place all 19 over the U.S.; is that correct? 20 A. That's correct. 21 Q. And the story lines can be continued 22 from one event to the next event; is that correct? 23 A. They can. 24 Q. So the story line can be used and 25 continued at several different events in several</p>

Page 50

Vince McMahon

different states; is that also correct?

MR. KRASIK: Objection to form. Did you understand the question?

THE WITNESS: No.

Q. Well, a story line -- let me see if you can tell me what part you don't understand. I'll state the question again.

And I guess what I'm asking you is: Can a story line be used and continued during several different events that take place in several different states?

A. Again, this is a global brand. Not just can a story line be capitalized in one particular city, but it can be capitalized on in other states and other countries.

Q. Is the rise of one character to the level of champion of WWE a story line?

A. Not necessarily.

Q. Is the rise of one character to the level of champion of WWE a planned event?

A. Oh, sure.

Q. When did the planning begin to elevate the character Chris Jericho to the level of WWE champion?

Page 52

Vince McMahon

decision?

A. Yes.

Q. Were you personally involved in the decision to elevate Chris Jericho through the ranks, as well, as he became elevated on his way up to becoming champion?

MR. KRASIK: Objection. Do you understand? Can you answer that?

A. I try to be involved as much as I can with all talent in terms of their elevation.

It's a very vague question. A lot of these questions are very vague. I'm doing the best I can.

Q. I understand. I don't mean to be vague. It's just this is an industry that I don't have a whole lot of knowledge on. So if I ask you something that is not understood, like I mentioned in the beginning, please tell me and I will do my best to correct it. It's not my goal to ask anything that's a trick question or a vague question. It's just simply that I have to get to the information so I can narrow it.

Am I correct that you said that you did have -- you do have input in the story lines?

Page 51

Vince McMahon

A. Sometime before he became champion.

Q. Yes. Would that have been in 2001, or would that have been earlier than 2001?

A. Well, you will have to tell me when he was champion. And then I could probably back up from there, when he first became champion.

Q. It was prior to the Royal Rumble. Probably would have been December of 2001.

A. This is a, an evolving soap opera. And you try to have all talent grow as much as possible to achieve as large a stardom as possible on all fronts.

But at the same time, a lot of decisions, quite frankly, are made at the last minute, as well. Even the day before Chris Jericho became champion, there was debate as to whether or not he should be. That's how close that came.

But on one particular occasion, which was a Pay-Per-View, there were two matches: Jericho versus Rock and Jericho versus Stone Cold. And Jericho "won" both of those matches, thus becoming the first undisputed champion. But that wasn't a decision that was made until the last minute.

Q. Were you personally involved in that

Page 53

Vince McMahon

A. Yes. I do.

Q. And you were aware that during Mr. Irvine's rise as the character Chris Jericho that he was using the phrase Living Legend in reference to himself?

MR. KRASIK: Objection. I think that misstates the record.

A. That was one of the phrases he was using. In no way, in my professional opinion, do I think that enhanced his image in any way. It was a trite expression that had been used and given by my dad to Bruno Sammartino, and given by my dad to Larry Zbyszko to create interest in the Zbyszko-Sammartino matchup, and in no way did it enhance Chris Jericho's image.

Q. Why was it used if it didn't enhance his image?

MR. KRASIK: Objection.

A. Again, we try to give our talent some degree of autonomy. Chris liked that in referring to himself. I told him it had been done before by Bruno. And didn't think it really enhanced -- I didn't think it hurt him, but it didn't help. Larger than life is the one he's using now. And

Page 54

1 Vince McMahon
 2 he's used several others and they were okay.
 3 But a lot of times a phrase like that
 4 doesn't necessarily enhance someone's character.
 5 You try to, you try to reach out to everything to
 6 see what you can do to enhance your character.
 7 And in my personal opinion, I don't think that one
 8 necessarily helped him.
 9 And it was subsequently dropped.
 10 otherwise he would still be using it today. If it
 11 was successful, we would definitely be using it
 12 today.
 13 MR. KRASIK: We've been going for an
 14 hour. Do you want to take a break?
 15 THE WITNESS: Just a little bit of
 16 water, but let's keep going.
 17 Q. And as I recall previous testimony,
 18 you did say that you claim a trademark in the name
 19 Vince McMahon; is that correct?
 20 A. Boy, you say you don't do trick
 21 questions.
 22 MR. KRASIK: Objection.
 23 A. Either that or you're dumb as a post,
 24 and I don't think you're dumb.
 25 You want to go back and have her

Page 56

1 Vince McMahon
 2 is the same person as Larry Zbyszko?
 3 A. Yes.
 4 Q. How do you know of him?
 5 A. I worked with him for several years.
 6 Q. When did you first meet him?
 7 MR. KRASIK: Let me just interrupt for
 8 a second. I'm not sure what that has to do
 9 with the jurisdictional issue.
 10 MR. BRODHEAD: It's going to be one
 11 question.
 12 MR. KRASIK: If it's one question,
 13 answer the question.
 14 A. I would guess 30 years ago.
 15 Q. Are you familiar with where he
 16 currently lives?
 17 A. No.
 18 Q. And I think you've clearly testified
 19 that you were aware that Mr. Whistler used the
 20 phrase Living Legend in reference to himself in the
 21 past?
 22 MR. KRASIK: Objection to form.
 23 A. When Bruno and Larry were working
 24 under the banner of the old World Wrestling
 25 Federation with my dad, my dad came up with the name

Page 55

1 Vince McMahon
 2 repeat my answer, or do you want me to tell you that
 3 answer again?
 4 Q. Why don't you tell me the answer
 5 again.
 6 A. I don't know.
 7 Q. Do you use the name Mr. McMahon or
 8 Vince McMahon to promote yourself?
 9 A. As a character on television, I use
 10 Mr. McMahon.
 11 Q. And have you used the name Mr. McMahon
 12 in Georgia to promote yourself?
 13 A. As part of every other state, I would
 14 do the same in Georgia as I would in any other state
 15 or any other country.
 16 Q. That's a yes?
 17 A. That's a yes.
 18 Q. And then, I assume that you used the
 19 name Mr. McMahon on January 20th of 2002; is that
 20 correct, the Royal Rumble?
 21 A. The Royal Rumble in Georgia?
 22 Q. Yes.
 23 A. Sure I did.
 24 Q. Now, you've used the name Larry
 25 Zbyszko. Are you familiar with Larry Whistler who

Page 57

1 Vince McMahon
 2 Living Legend, gave it to Bruno to use in terms of
 3 identifying himself as a marketing scheme. It
 4 caught on big time.
 5 Subsequent to that as I stated
 6 before, then we had a pupil/student matchup-type
 7 thing, Larry Zbyszko being the pupil. He then
 8 wanted to refer to himself as The Living Legend for
 9 the purposes of building up that match, and we did
 10 and it was successful.
 11 Q. And beyond the time of that match, are
 12 you aware that Mr. Whistler continued using the name
 13 Living Legend?
 14 A. I think he did.
 15 Q. Are you aware that Mr. Whistler has
 16 actually used the phrase Living Legend for more than
 17 20 years now?
 18 MR. KRASIK: Objection to form.
 19 A. I wouldn't have any idea how many
 20 years he's used it and in what capacity, and I think
 21 he's out of the business.
 22 Q. Am I correct that the WWE has entered
 23 into agreements with companies to broadcast WWE
 24 events?
 25 A. Yes.

15 (Pages 54 to 57)

Page 58

Vince McMahon

Q. With which companies -- I'm sorry, with which type of companies would WWE have entered into agreements to broadcast? And by that I mean, I'm assuming that it would be individual stations, networks and Pay-Per-View companies; and I'm wondering if that's correct, and if there are any others?

MR. KRASIK: Object to the question.

A. The only people relating to the broadcast industry. Why would we enter into paper goods manufacturer for broadcast? I don't understand the question.

Q. I'm just making sure I hit the categories.

Has WWE entered into agreements to broadcast WWE events with individual TV stations?

MR. KRASIK: Do you know what he means by "individual TV statements"?

A. I think you would be referring to syndication.

Actually, I don't think you have a clue as to what you're referring to and you're asking me to describe it for you. So I would suggest, if you ask me the question: "Mr. McMahon,

Page 60

Vince McMahon

the present?

MR. KRASIK: I think he just did.

MR. BRODHEAD: I think there were more individual companies than what he named, but --

A. We're talking on a global basis?

Q. Let's talk with the U.S. basis, sorry.

A. On a U.S. basis, that would be it, what I just said.

Q. From January 1 of 2001 until the present, have WWE events been broadcast in Georgia?

A. By that you mean individual syndication, or do you mean the cablecast and broadcast elements, or all of the above?

Q. All of the above.

A. I'm not certain about individual syndication, but part of the footprint of the network would be a UPN affiliate somewhere in Georgia, I'm sure probably in Atlanta. And I'm sure TNN is also carried with cable distributors in the State of Georgia as it is all over the country.

Q. Do you know whether there are some WWE events that were broadcasted in some states, but not in Georgia?

Page 59

Vince McMahon

explain distribution to us and how you distribute the product and with whom." I would say, if that's your question --

Q. I'll ask that question.

A. Great. Then from a broadcast and cablecast standpoint, we do business with cable companies, in this case, Viacom. And a part of Viacom would be TNN, MTV. Another part of Viacom is broadcast, would be UPN, which is broadcast, network broadcast. In addition to that, we also have a syndicated arm which we syndicate our own television shows. That's done with individual stations as an independent syndicator. We also have numerous contracts with international distributors, including cable broadcast and satellite distribution.

Q. Do you participate in the negotiation of these broadcast agreements?

A. Some.

Q. Do you sign some of these broadcast agreements?

A. I don't believe so, no.

Q. Are you able to identify, as we sit here today, the companies with which WWE had broadcast agreements between January 1 of 2001 and

Page 61

Vince McMahon

A. Let's see. If I understand your question correctly, I think I said earlier that we would, in all likelihood, do one televised event per year in the State of Georgia. And since we do a lot more television than that, then the vast preponderance of all of our television is done outside of the State of Georgia. Does that help you with answering the question?

Q. I think so.

Are there any states in which WWE -- United States, states in which WWE does not broadcast television shows?

A. We haven't broadcasted from Alaska. I don't think we've broadcasted from Hawaii, either.

MR. KRASIK: Let me clarify something for the record. I think Mr. McMahon is answering where taped television shows have appeared as opposed to --

MR. BRODHEAD: Where they've aired.

THE WITNESS: Where they've aired?

MR. BRODHEAD: Yes.

THE WITNESS: And your question again?

Q. Are there any states where WWE events or television programs have not been aired?

Page 62

1 Vince McMahon

2 A. No.

3 Q. Regarding syndication show, would
4 those agreements for the syndication be made with
5 individual stations?

6 A. Yes.

7 Q. Would there have been individual
8 syndication agreements made with individual stations
9 within Georgia?10 A. Possibly, or it could be a part of a
11 chain.12 At one time, you know, there wasn't a
13 lot of group ownership. The business has changed so
14 much. There is so much group ownership. You make a
15 deal with a group and they may have a station in
16 Georgia. But there's a possibility that there may
17 be one station in Georgia that's independent from a
18 group, not likely.19 Q. But that's not something that you
20 would have specific knowledge of?

21 A. No.

22 Q. Does WWE have the ability to black out
23 programing in one state? Let's say, for instance,
24 if WWE wanted to show programing in all states of
25 the United States except for Georgia, would WWE have

Page 64

1 Vince McMahon

2 we would normally do to promote an upcoming event.

3 Q. Do these efforts to promote an
4 upcoming event include references to specific
5 wrestlers?

6 A. It depends it can.

7 Q. Do you have any input regarding the
8 promotion of WWE events?9 A. Therein do I approve specific spots
10 for specific locations? No.11 Again, I, I can't be all things to all
12 people. I expect them to do their job. Whoever is
13 handling promotion should be handling it and
14 handling it well.15 Q. Do you know if Mr. Irvine's character
16 Chris Jericho was used to promote the WWE event
17 Royal Rumble that took place on January 20th of
18 2002?

19 A. No, I don't.

20 Q. Do you know if the phrase Living
21 Legend was used in reference to Mr. Irvine's
22 character or anyone else's character in order to
23 promote the Royal Rumble that occurred in Georgia on
24 January 20th of 2002?

25 A. I wouldn't know.

Page 63

1 Vince McMahon
2 that ability?

3 A. No.

4 Q. Why not?

5 A. Because if you're doing business with
6 networks, you don't dictate to the network. They
7 dictate to you, and they want to have as broad a
8 platform as possible for exposure.9 So for us to say -- Georgia is a
10 good-sized state with a good-sized population, for
11 us to say we want to go to every place except
12 Georgia, it wouldn't make any sense. And the
13 network sure as hell wouldn't go along with that. I
14 don't know why we would not want to broadcast in the
15 State of Georgia.16 Q. Are there promotions that are run for
17 WWE events prior to the airing of that event?18 MR. KRASIK: I'm not sure what you
19 mean by "promotions."

20 Did you understand that?

21 MR. BRODHEAD: Let's see if I can go
22 with advertising spots.23 A. Sure. You have to promote an upcoming
24 event. That would be radio, perhaps television,
25 perhaps newsprint, fliers, posters, whatever it is

Page 65

1 Vince McMahon

2 MR. BRODHEAD: We're getting pretty
3 close, if you want to take a few minute break
4 here.5 THE VIDEOGRAPHER: We'll go off the
6 record. The time is approximately 4:43 p.m.
7 (Off the record.)8 THE VIDEOGRAPHER: We are back on the
9 record. The time is approximately 4:54 p.m.10 Q. And I think previously I had asked you
11 if you were familiar with Larry Whistler's address,
12 and you had said that you were not.13 I need to broaden that question. Are
14 you aware that Larry Whistler lives in Georgia?

15 A. I believe he does. I'm not certain.

16 Q. Regarding you personally or your
17 character, your character Mr. McMahon, do you have a
18 fan following as Mr. McMahon?

19 A. A fan following?

20 Q. Do fans follow your career as
21 Mr. McMahon?22 A. Well, Mr. McMahon is not a very
23 likable character. So in the sense of like the hero
24 worship or something like that, I don't have that.
25 I'm -- in the parlance of our industry, I'm known as

17 (Pages 62 to 65)

Page 66

1 Vince McMahon
2 a heel, which is not a very nice person.
3 Q. Are there some fans who tune in to
4 watch the heel characters, as far as you're aware?
5 MR. KRASIK: Objection.
6 A. Just on their own. I don't know
7 anymore, so than to tune in -- I could see someone
8 tuning in to watch the super hero type, baby face,
9 as we call them, characters. But it's the
10 interaction of these characters that becomes the
11 dynamic, not like one or the other, it's the
12 interaction.
13 Q. Do you think people tune in to watch
14 your character and your character's interaction with
15 others?
16 A. Again, I think it's important that we
17 know where we're going. And it's the interaction
18 that really, it's really important. So, yes, I do.
19 Q. And some of those who would watch your
20 character's interaction with others are living in
21 Georgia?
22 MR. KRASIK: Objection, you're saying
23 do people watch WWE shows?
24 Q. Some of the people who are following
25 the interaction of the character Mr. McMahon with

Page 68

1 Vince McMahon
2 known it was being broadcast Georgia, as well as
3 other states, correct?
4 A. Oh, sure.
5 Q. Prior to the Royal Rumble, you also
6 knew that WWE licensed products were being sold in
7 Georgia, correct?
8 A. Again, to my knowledge, there is no
9 restriction as to why our licensed items would not
10 be sold in the State of Georgia. I would expect
11 them to be like they were sold everywhere else.
12 MR. BRODHEAD: If we could have this
13 marked as McMahon 3.
14 (McMahon Exhibit 3, letter, was marked
15 for identification as of this date.)
16 MR. BRODHEAD: Please let the record
17 reflect I'm showing the deponent what's been
18 marked as Exhibit McMahon 3.
19 MR. KRASIK: I'm going to object to
20 this Exhibit. I don't see what this has to
21 do with whether Mr. McMahon is subject to
22 jurisdiction in Georgia.
23 MR. BRODHEAD: There is just going to
24 be one or two questions and then we'll be all
25 the way done.

Page 67

1 Vince McMahon
2 other characters are watching the shows in Georgia;
3 would you be aware that that's occurring?
4 MR. KRASIK: I object to the question,
5 because Mr. McMahon can not speak as to why
6 people in the State of Georgia may or may not
7 be watching WWE programs. I think we can
8 agree that people in Georgia watch WWE
9 programs and some of them may watch because
10 of the interaction of characters.
11 A. I specifically recall one individual
12 who lives in the State of Georgia who watches
13 Mr. McMahon's character. And that's Larry Zbyszko
14 who proposed to Jim Ross that he be gainfully
15 employed by us in some way as to interact with the
16 Mr. McMahon character. That's what he wanted to do.
17 It's one of the things he wanted to do. There's one
18 person in the State of Georgia that I'm certain is
19 watching.
20 Q. Okay. Have you ever personally used
21 the phrase Living Legend to refer to Mr. Irvine or
22 his character during any WWE broadcast?
23 A. I might have. I don't recall. If I
24 did, I certainly didn't make a habit of it.
25 Q. If you had used it, you would have

Page 69

1 Vince McMahon
2 MR. KRASIK: Okay.
3 Q. Are you familiar with that letter?
4 A. Would you allow me to read it first?
5 Q. Certainly, go right ahead.
6 (Witness peruses document.)
7 A. Just for the record, I've never seen
8 this letter before, so that's why I want to read it.
9 Q. That's fine.
10 A. Okay, read it.
11 Q. But you've not seen that letter before
12 today?
13 A. Let's see. I just asked you for time
14 to read this letter because I stated the reason I
15 wanted to read it is because I've never seen it
16 before.
17 Q. And after completing your reading of
18 it, you maintain that opinion, that you've never
19 seen it before?
20 A. I've never seen it before, including
21 the name of the town Alpharetta, Alpharetta,
22 Georgia -- that's a mouthful -- as to where
23 Mr. Whistler a/k/a Larry Zbyszko lives.
24 Q. Are you familiar with Edward L.
25 Kaufman?

18 (Pages 66 to 69)

<p style="text-align: right;">Page 70</p> <p>1 Vince McMahon</p> <p>2 A Yes, I am.</p> <p>3 Q. Were you aware that Mr. Kaufman was</p> <p>4 sending a letter or any correspondence to</p> <p>5 Mr. Whistler?</p> <p>6 A. I don't recall, no.</p> <p>7 Q. Okay.</p> <p>8 MR. BRODHEAD: Let me actually just</p> <p>9 check over a couple of notes here.</p> <p>10 Q. When was the last time you've spoken</p> <p>11 to Mr. Whistler, if you've ever spoken to him?</p> <p>12 A. I think there was a telephone</p> <p>13 conversation a couple of years ago in which Larry</p> <p>14 again was looking for a job. I may have had a</p> <p>15 conversation with him concerning that in terms of --</p> <p>16 but I don't recall. I may not have, either. I</p> <p>17 don't recall. There may have been a telephone call</p> <p>18 like hey, how are you doing, that type of deal. I</p> <p>19 know he called my office several times. I always</p> <p>20 directed him to Jim Ross who is in charge of talent</p> <p>21 relations. It would be JR's decision as to whether</p> <p>22 or not we bring Larry on.</p> <p>23 Larry also wanted to be a broadcaster</p> <p>24 for us because he had been one at Ted Turner's WCW</p> <p>25 before we bought it. And that was another</p>	<p style="text-align: right;">Page 72</p> <p>1</p> <p>2 WITNESS'S CORRECTION SHEET</p> <p>3 PAGE \ LINE \ CORRECTION</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p style="text-align: center;">VINCE MCMAHON</p> <p>22</p> <p>23</p> <p>Subscribed and sworn to before me</p> <p>24 this _____ day of _____, 2003</p> <p>25 _____, Notary Public.</p>
<p style="text-align: right;">Page 71</p> <p>1 Vince McMahon</p> <p>2 suggestion that he had as far as joining our</p> <p>3 company's concern.</p> <p>4 MR. BRODHEAD: I believe that's all I</p> <p>5 have.</p> <p>6 THE VIDEOGRAPHER: That will conclude</p> <p>7 the recording of this deposition. We are off</p> <p>8 the record 5:03 p.m., January 29th, 2003.</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 73</p> <p>1</p> <p>2 STATE OF CONNECTICUT)</p> <p>3) SS:</p> <p>4 COUNTY OF STAMFORD)</p> <p>5 I, VINCE MCMAHON, a Defendant herein,</p> <p>6 do hereby certify that having been first duly sworn</p> <p>7 to testify to the truth, the whole truth and</p> <p>8 nothing but the truth, gave the above deposition</p> <p>9 which was recorded stenographically and reduced to</p> <p>10 this original transcript</p> <p>11</p> <p>12 I FURTHER CERTIFY that the foregoing</p> <p>13 transcript of the said deposition is a true and</p> <p>14 correct transcript of the testimony given by me at</p> <p>15 the time and place specified hereinbefore.</p> <p>16</p> <p>17 I FURTHER CERTIFY that any corrections</p> <p>18 or changes to this testimony have been made by me on</p> <p>19 the page provided for that purpose captioned</p> <p>20 "Witness's Correction Sheet," which has also been</p> <p>21 signed by me before a Notary Public.</p> <p>22</p> <p style="text-align: center;">VINCE MCMAHON</p> <p>23</p> <p>24 Subscribed and sworn to before me this _____ day</p> <p>25 of _____, 2003.</p> <p>_____, Notary Public.</p>

Page 74

CERTIFICATE

I, DAWN TEDESCO, a Registered Professional Reporter and Notary Public within and for the State of Connecticut, do hereby certify:

That VINCE MCMAHON the witness whose deposition is hereinbefore set forth, was duly sworn by me and that the within transcript is a true record of the testimony given by such witness.

I further certify that I am not related to any of the parties to this action by blood or marriage and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2003.

Dawn Tedesco, RPR

Page 75

INDEX

PG LN

VINCE MCMAHON 4 13
EXAMINATION BY MR. BRODHEAD 4 17

McMahon Exhibit 1, copy of cover of the
Royal Rumble video 19 19
McMahon Exhibit 2, Xerox copy of packaging
for action figure 36 11

McMahon Exhibit 3, letter 68 14

Production request for contract between
Mr. McMahon and WWE for appearing
as a wrestler 11 7

Production request for copy of independent
contractor agreement 25 14

Production request for license agreement
with Jakks 39 16

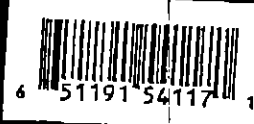
WRESTLING PROMOTION
PRESENTS

WWE ROYAL RUMBLE



30 MEN
ONE MATCH
ONE WINNER

Atlanta, Georgia **WWE** January 20, 2002
ROYAL RUMBLE



Triple H™ completes his return to the ring in the biggest brawl of them all, and not everyone is happy to see him. 30 Superstars duke it out in the squared circle...29 are leaving over the top rope and one is going to the main event at WrestleMania®

30-MAN ROYAL RUMBLE™ MATCH
 Winner Gets Undisputed Title Shot
 At WrestleMania® X8

Rikishi™	Maven™	Test™
Goldust™	Scotly 2 Hotty™	Triple H™
Boss Man™	Christian™	The Hurricane™
Bradshaw™	DDP™	Faarooq™
Lance Storm™	Chuck Palumbo™	Mr. Perfect™
Al Snow™	Godfather™	Kurt Angle™
Billy Gunn™	Albert™	Big Show™
Undertaker®	Perry Saturn™	Kane™
Matt Hardy™	Stone Cold Steve Austin™	Rob Van Dam™
Jeff Hardy™	Val Venis™	Booker T™

UNDISPUTED™ CHAMPIONSHIP
 Chris Jericho™ vs. The Rock®

STREET FIGHT (no DQ, no countout)
 Vince McMahon™ vs. Ric Flair™

WOMEN'S CHAMPIONSHIP
 Trish Stratus™ vs. Jazz™
 with Special Referee Jacqueline™

INTERCONTINENTAL CHAMPIONSHIP
 Edge™ vs. William Regal™

TAG TEAM CHAMPIONSHIP
 Spike™ & Tazz™ vs. the Dudley Boyz™
 with Stacy Keibler™

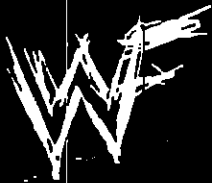


W.com

Approx. running time: 3 hours. Recorded in stereo.
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EXHIBIT
McMahon
2 FEB 10
1:00:00



World Wrestling
Federation
Entertainment, Inc.

1241 East Main St.
Stamford, CT 06902
Tel: 203 352 8600

VIA FEDERAL EXPRESS

February 15, 2002

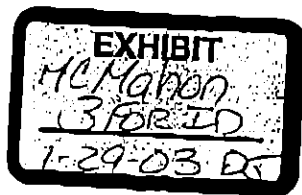
Mr. Larry Whistler
425 Red Jacket Way
Alpharetta, GA 30005

Dear Mr. Whistler:


Per our discussion on February 1, 2002, we wish to confirm the following:

1. that you acknowledge that we have been using the mark THE LIVING LEGEND in connection with products and services in connection with sports entertainment, and that we intend to continue to do so; and
2. that you will not interfere with our use and registration of this mark anywhere in the world, and that we may license or assign our rights as necessary.

Please confirm that you concur with the above statements by dating and signing below, where indicated, and returning it to us. We thank you in advance for your cooperation.



World Wrestling Federation
Entertainment, Inc.


EDWARD L. KAUFMAN,
Senior Vice President,
General Counsel

Read, and Agreed to, by:

LARRY WHISTLER
a.k.a. Larry Zabyszko

Dated: _____, 2002



EXHIBIT / ATTACHMENT

5

(To be scanned in place of tab)

Exhibit 5 is filed separately.



EXHIBIT / ATTACHMENT

6

(To be scanned in place of tab)

1 IN THE UNITED STATES DISTRICT COURT FOR THE
2 NORTHERN DISTRICT OF GEORGIA
3 ATLANTA DIVISION

4 LARRY WHISTLER a/k/a
5 LARRY ZBYSZKO a/k/a THE
6 LIVING LEGEND, an individual
7 Plaintiff,

Civil Action No.
1 02-CV-1008-CC

8 Vs.
9 WORLD WRESTLING ENTERTAINMENT,
10 INC., a Delaware corporation;
11 VINCE MCMAHON, an individual;
12 CHRIS IRVINE a/k/a CHRIS JERICHO
13 a/k/a JERICHO, an individual,
14 Defendants.

15 VIDEOTAPED DEPOSITION OF CHRIS IRVINE

16 Counsel for Plaintiff:

17 BEN C. BRODHEAD, ESQUIRE
18 Ben C. Brodhead, P.C.
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20 Suite 400

21 Atlanta, Georgia 30303
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23 Myers & Kaplan, LLC
24 1827 Powers Ferry Road
25 Building 3, Suite 200
26 Atlanta, Georgia 30339

27 Counsel for Defendants:

28 JOHN L. TAYLOR, JR., ESQUIRE
29 Chorey, Taylor & Feil, P.C.
30 The Lenox Building, Suite 1700
31 3399 Peachtree Road, N.E.
32 Atlanta, Georgia 30326

33 Thomas Hallahan
34 Videographer

Patty Starks
February 4, 2003

<p style="text-align: right;">2</p> <p style="text-align: center;">I N D E X</p> <p>1</p> <p>2</p> <p>3 CHRIS IRVINE PAGE</p> <p>4</p> <p>5 Direct Examination by Mr. Brodhead 5</p> <p>6</p> <p>7 Stipulations 61</p> <p>8 Reporter's Certificate of Oath 64</p> <p>9 Reporter's Deposition Certificate 65</p> <p>10</p> <p>11</p> <p style="text-align: center;">E X H I B I T S</p> <p>12</p> <p>13 Exhibit No. 1 38</p> <p>14 Exhibit No. 2 46</p> <p>15 Exhibit No. 3 47</p> <p>16 Exhibit No. 4 54</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">4</p> <p>1 District of Georgia, Atlanta Division. The</p> <p>2 case is entitled Larry Whistler also known as</p> <p>3 Larry Zbyszko also known as The Living Legend</p> <p>4 versus World Wrestling Entertainment.</p> <p>5 Incorporated: Vince McMahon; Chris Irvine also</p> <p>6 known as Chris Jericho also know as Jericho.</p> <p>7 I will now ask the attorneys to introduce</p> <p>8 themselves, starting with the plaintiff's</p> <p>9 attorney.</p> <p>10 MR. BRODHEAD: This is Ben Brodhead,</p> <p>11 attorney for plaintiff.</p> <p>12 MR. MYERS: Joel Myers, attorney for</p> <p>13 plaintiff.</p> <p>14 MR. TAYLOR: My name is John Taylor, and</p> <p>15 I'm the attorney for the defendants.</p> <p>16 THE VIDEOGRAPHER: Would the court</p> <p>17 reporter please swear in the witness.</p> <p>18 CHRIS IRVINE, called as a witness by the</p> <p>19 Plaintiff, having been first duly sworn, testified</p> <p>20 as follows:</p> <p>21 MR. BRODHEAD: This will be the deposition</p> <p>22 of Chris Irvine taken for the purposes of</p> <p>23 discovery and cross-examination and all other</p> <p>24 purposes permissible under the Federal Rules</p> <p>25 of Civil Procedure. It is taken pursuant to</p>
<p style="text-align: right;">3</p> <p>1 PURSUANT TO NOTICE for the taking of the</p> <p>2 videotaped deposition of CHRIS IRVINE, upon oral</p> <p>3 examination in the above-styled cause, at the</p> <p>4 instance of the Plaintiff, for the purposes of</p> <p>5 discovery or evidence, or both, permitted under the</p> <p>6 Florida Rules of Civil Procedure and other</p> <p>7 applicable law, proceedings therefor were held</p> <p>8 before Patty Starks, Notary Public in and for the</p> <p>9 State of Florida at large, at the Doubletree Hotel,</p> <p>10 4500 West Cypress Street, Gardenia Room, Tampa,</p> <p>11 Florida, on February 4th, 2003, at 11 a.m.</p> <p>12 THEREUPON, the following proceedings were</p> <p>13 had and taken:</p> <p>14 THE VIDEOGRAPHER: Good morning, ladies and</p> <p>15 gentlemen. Today's date is Tuesday.</p> <p>16 February the 4th of 2003. The time is</p> <p>17 approximately 11 a.m. My name is Thomas</p> <p>18 Hallahan. I'm the videographer. The court</p> <p>19 reporter is Patty Starks.</p> <p>20 We are present at the Doubletree Hotel,</p> <p>21 4500 Cypress Street, Tampa, Florida. We're</p> <p>22 here for the purpose of taking the deposition</p> <p>23 of Chris Irvine.</p> <p>24 The case is instituted in the United</p> <p>25 States District Court for the Northern</p>	<p style="text-align: right;">5</p> <p>1 the Federal Rules of Civil Procedure.</p> <p>2 By agreement of counsel, all objections</p> <p>3 except as to the form of the question and</p> <p>4 responsiveness of the answer will be reserved</p> <p>5 until the time of the use of the deposition.</p> <p>6 Also by agreement of counsel, formalities such</p> <p>7 as time and place of taking and notice are</p> <p>8 hereby waived.</p> <p>9 Are those stipulations agreeable?</p> <p>10 MR. TAYLOR: They are.</p> <p>11 DIRECT EXAMINATION</p> <p>12 BY MR. BRODHEAD:</p> <p>13 Q. Would you please state your name for the</p> <p>14 record.</p> <p>15 A. Chris Irvine.</p> <p>16 Q. And have you ever given a deposition</p> <p>17 before?</p> <p>18 A. No.</p> <p>19 MR. TAYLOR: Ben, let me interrupt. I</p> <p>20 understood we were limiting the scope of this</p> <p>21 deposition somewhat to issues involving</p> <p>22 personal jurisdiction --</p> <p>23 MR. BRODHEAD: That is correct. That is</p> <p>24 my understanding as well.</p> <p>25 MR. TAYLOR: Okay. I'm sorry. I didn't</p>

<p style="text-align: right;">6</p> <p>1 mean to interrupt you.</p> <p>2 MR. BRODHEAD: No. That's no problem at</p> <p>3 all.</p> <p>4 BY MR. BRODHEAD:</p> <p>5 Q. As you have been doing, I'll ask that you</p> <p>6 give a verbal answer to a question rather than an</p> <p>7 uh-huh or an uh-uh or a nod of the head or a shaking</p> <p>8 of the head. The reason for that is -- although we</p> <p>9 are on video, most of the record will be referred to</p> <p>10 on paper, and uh-uh or uh-huh might not be</p> <p>11 translated properly. Is that agreeable?</p> <p>12 A. Yes.</p> <p>13 Q. I try to ask clear questions, but being an</p> <p>14 attorney sometimes I do not. Will you agree with me</p> <p>15 that if you do not understand a question you will</p> <p>16 tell me?</p> <p>17 A. Yes.</p> <p>18 Q. Are you currently under the influence of</p> <p>19 any drugs or alcohol?</p> <p>20 A. No.</p> <p>21 Q. Is there anything that would prevent you</p> <p>22 from truthfully and completely answering my</p> <p>23 questions today?</p> <p>24 A. No.</p> <p>25 Q. I'll be referring throughout this</p>	<p style="text-align: right;">8</p> <p>1 A. Yes.</p> <p>2 Q. Is the name Chris Jericho trademarked?</p> <p>3 A. Yes.</p> <p>4 Q. And who owns that trademark?</p> <p>5 A. Chris Irvine.</p> <p>6 Q. When do you contend that the trademark was</p> <p>7 established?</p> <p>8 MR. TAYLOR: Object to the form of the</p> <p>9 question insofar as it calls for a legal</p> <p>10 conclusion. You can answer that if you know.</p> <p>11 A. I don't really understand the question.</p> <p>12 Q. How about this. Do you believe that your</p> <p>13 trademark for Chris Jericho began when you started</p> <p>14 using the name Chris Jericho?</p> <p>15 A. Legally?</p> <p>16 Q. Yes.</p> <p>17 A. No.</p> <p>18 Q. Have you gone through the process of</p> <p>19 registering the name Chris Jericho?</p> <p>20 A. Yes.</p> <p>21 Q. When did you go through that process?</p> <p>22 A. 1998.</p> <p>23 Q. That was the federal registration of the</p> <p>24 trademark?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">7</p> <p>1 deposition to the organization of WWE.</p> <p>2 MR. BRODHEAD: Can we agree that if I refer</p> <p>3 to WWE that would also include its predecessor</p> <p>4 name WWF and so forth? Is that okay with</p> <p>5 everyone here?</p> <p>6 MR. TAYLOR: Okay with me.</p> <p>7 THE WITNESS: Yes.</p> <p>8 BY MR. BRODHEAD:</p> <p>9 Q. Is it correct that you're also -- as well</p> <p>10 as being known as Chris Irvine, you're also known as</p> <p>11 Chris Jericho?</p> <p>12 A. Yes.</p> <p>13 Q. How long have you been known as Chris</p> <p>14 Jericho?</p> <p>15 A. 13 years.</p> <p>16 Q. When did you first begin using the name</p> <p>17 Chris Jericho?</p> <p>18 A. Um, 13 years ago.</p> <p>19 Q. I'm sorry. And for what purpose did you</p> <p>20 begin using the name Chris Jericho?</p> <p>21 A. For wrestling purposes.</p> <p>22 Q. And with what organization was that or were</p> <p>23 you independent?</p> <p>24 A. Independent.</p> <p>25 Q. Are you familiar with what a trademark is?</p>	<p style="text-align: right;">9</p> <p>1 Q. Did you use any attorneys to help you with</p> <p>2 that registration?</p> <p>3 A. Yes.</p> <p>4 Q. Where were those attorneys located?</p> <p>5 A. Minneapolis.</p> <p>6 Q. Do you have any ownership in any</p> <p>7 corporations?</p> <p>8 A. Um, I don't understand the question.</p> <p>9 Q. Well, do you hold any stock in any</p> <p>10 companies, first of all?</p> <p>11 A. Yes.</p> <p>12 Q. Do you hold entire ownership of any</p> <p>13 company, all the stock in any company?</p> <p>14 A. No.</p> <p>15 Q. And have you ever incorporated the name</p> <p>16 Chris Jericho?</p> <p>17 A. Have I ever incorporated the name</p> <p>18 Chris Jericho?</p> <p>19 Q. Yeah, like Chris Jericho, Incorporated,</p> <p>20 or --</p> <p>21 A. Um, no.</p> <p>22 Q. Okay. Have you ever incorporated your own</p> <p>23 name, Chris Irvine?</p> <p>24 A. Yes.</p> <p>25 Q. When did you do that?</p>

<p style="text-align: right;">10</p> <p>1 A. Um, approximately three years ago.</p> <p>2 Q. And what is the proper name that you</p> <p>3 incorporated?</p> <p>4 A. Chris Irvine, Incorporated.</p> <p>5 Q. Is it "incorporated" spelled out or</p> <p>6 abbreviated?</p> <p>7 A. Abbreviated.</p> <p>8 Q. In what state did you incorporate?</p> <p>9 A. Florida.</p> <p>10 Q. Did you use Florida attorneys to assist in</p> <p>11 that incorporation?</p> <p>12 A. I don't recall.</p> <p>13 Q. Have you registered that corporation in</p> <p>14 Georgia?</p> <p>15 A. No.</p> <p>16 Q. What is your current address?</p> <p>17 A. 9817 Compass Point Way, Tampa, Florida.</p> <p>18 Q. And the ZIP code?</p> <p>19 A. 33615.</p> <p>20 Q. How long have you been at that address?</p> <p>21 A. Three years.</p> <p>22 Q. What was your address previous to that?</p> <p>23 A. Um, somewhere in Clearwater. I don't</p> <p>24 recall the exact address.</p> <p>25 Q. Do you know how long you were at the</p>	<p style="text-align: right;">12</p> <p>1 just one contract you've had your entire time there</p> <p>2 or is it renewed at any other time frame?</p> <p>3 A. Um, there's a three-year contract, and then</p> <p>4 I'm currently under another three-year contract.</p> <p>5 Q. Do you know if the terms of the first and</p> <p>6 second contract are the same?</p> <p>7 A. Yes, I do know. I know they're not the</p> <p>8 same.</p> <p>9 MR. BRODHEAD: Do you have the copies of</p> <p>10 the contracts? Okay. I assume there wouldn't</p> <p>11 be an objection to producing the contracts?</p> <p>12 MR. TAYLOR: I'll take it under</p> <p>13 advisement. Have we produced them?</p> <p>14 BY MR. BRODHEAD:</p> <p>15 Q. Under your contract, do you perform as a</p> <p>16 wrestler for WWE?</p> <p>17 A. Yes.</p> <p>18 Q. And you receive compensation for your</p> <p>19 performances as a wrestler?</p> <p>20 A. Yes.</p> <p>21 Q. Do you own any residences in Georgia?</p> <p>22 A. No.</p> <p>23 Q. Do you own any property in Georgia?</p> <p>24 A. No.</p> <p>25 Q. Do you have ownership of any businesses in</p>
<p style="text-align: right;">11</p> <p>1 location in Clearwater?</p> <p>2 A. One year.</p> <p>3 Q. And what about previous to that?</p> <p>4 A. Orlando, Florida, for one year and a</p> <p>5 half -- no, one year.</p> <p>6 Q. What's your current work address?</p> <p>7 A. Work address?</p> <p>8 Q. Do you have a work address?</p> <p>9 A. No.</p> <p>10 Q. What's your current employment?</p> <p>11 A. WWE.</p> <p>12 Q. And do you know whether you're an employee</p> <p>13 of WWE or an independent contractor?</p> <p>14 A. Independent contractor.</p> <p>15 Q. How long have you been an independent</p> <p>16 contractor at WWE?</p> <p>17 A. Three and a half years.</p> <p>18 Q. And that independent contractor agreement,</p> <p>19 is there a specific written independent contractor</p> <p>20 agreement?</p> <p>21 A. I don't understand the question.</p> <p>22 Q. Is your independent contractor agreement</p> <p>23 with WWE in writing?</p> <p>24 A. Yes.</p> <p>25 Q. Is that contract renewed annually or is it</p>	<p style="text-align: right;">13</p> <p>1 Georgia?</p> <p>2 A. Um, it's possible. I don't know for sure.</p> <p>3 Q. Okay. Can you explain that further, by</p> <p>4 what you mean "it's possible"?</p> <p>5 A. I have a band, and we have an LLC. I don't</p> <p>6 know if it's based in Georgia or not.</p> <p>7 Q. Now, that band, is it Fozzy?</p> <p>8 A. Yeah.</p> <p>9 Q. Is that how it's pronounced, Fozzy?</p> <p>10 A. Yes.</p> <p>11 Q. What is your position with that band?</p> <p>12 A. Singer.</p> <p>13 Q. What is the name of the LLC?</p> <p>14 A. I believe it's Fozzy, LLC, but I don't</p> <p>15 recall for sure.</p> <p>16 MR. TAYLOR: How do you spell that?</p> <p>17 THE WITNESS: The band? F-o-z-z-y.</p> <p>18 BY MR. BRODHEAD:</p> <p>19 Q. Do you know when the LLC was formed?</p> <p>20 A. I don't recall.</p> <p>21 Q. Who has ownership in the LLC?</p> <p>22 A. Myself and one other -- another guy named</p> <p>23 Rich Ward.</p> <p>24 Q. Did you handle forming the LLC?</p> <p>25 A. Not directly, no.</p>

<p style="text-align: right;">14</p> <p>1 Q. Did you hire attorneys to do that?</p> <p>2 A. The band has a manager. So I don't recall</p> <p>3 what he did.</p> <p>4 Q. Okay. Who is the manager?</p> <p>5 A. Mark Willis.</p> <p>6 Q. I apologize. I've just forgot this. When</p> <p>7 did you say the band became an LLC?</p> <p>8 A. I said I didn't recall.</p> <p>9 Q. Oh, okay. Can you tell me within, you</p> <p>10 know, some time frame? Like was it within the past</p> <p>11 two years, past five years?</p> <p>12 A. It would be somewhere between '99 and the</p> <p>13 year 2000; quite possibly the year 2000.</p> <p>14 Q. And you're not certain, but Fozzy, LLC, may</p> <p>15 be a registered LLC in Georgia?</p> <p>16 A. Yes, it may be. I don't know for sure; so</p> <p>17 I can't say for sure. I know we have one, and the</p> <p>18 manager lives in Atlanta, and so that's why I'm</p> <p>19 saying that.</p> <p>20 Q. Do you have any other ownership or do you</p> <p>21 have any ownership in any other businesses in</p> <p>22 Georgia?</p> <p>23 A. No.</p> <p>24 Q. With your manager for Fozzy, LLC,</p> <p>25 Mark Willis, did you enter into any management</p>	<p style="text-align: right;">16</p> <p>1 Q. Sure.</p> <p>2 A. Tampa.</p> <p>3 Q. Do you own any vehicles registered in the</p> <p>4 state of Georgia?</p> <p>5 A. No.</p> <p>6 Q. When was the last time that you were in</p> <p>7 Georgia?</p> <p>8 A. One month ago, maybe.</p> <p>9 Q. What was the purpose of that trip to</p> <p>10 Georgia?</p> <p>11 A. Band, band rehearsal.</p> <p>12 Q. And where does the band rehearse?</p> <p>13 A. Um, in Atlanta.</p> <p>14 Q. Is there a specific location that the band</p> <p>15 rehearses in Atlanta?</p> <p>16 A. Yeah, but I couldn't tell you. I don't</p> <p>17 recall what the address is.</p> <p>18 Q. Okay. How often do you rehearse with the</p> <p>19 band in Atlanta?</p> <p>20 A. Hardly ever. That was the first time.</p> <p>21 Q. Has your band ever made any CDs?</p> <p>22 A. Yes.</p> <p>23 Q. And was that CD recorded in Atlanta?</p> <p>24 A. Yes.</p> <p>25 Q. What was the name of the CD?</p>
<p style="text-align: right;">15</p> <p>1 contracts with Mr. Willis?</p> <p>2 A. No.</p> <p>3 Q. Okay. Have you ever entered into any</p> <p>4 contracts in the state of Georgia?</p> <p>5 A. Have I ever in my life?</p> <p>6 Q. Yes.</p> <p>7 A. Yes.</p> <p>8 Q. What contracts do you recall entering into</p> <p>9 in the state of Georgia?</p> <p>10 A. WCW.</p> <p>11 Q. And would you state for the record what the</p> <p>12 abbreviation WCW stands for.</p> <p>13 A. World Championship Wrestling.</p> <p>14 Q. What were the dates of your work with WCW?</p> <p>15 A. August of '96 through July of '99.</p> <p>16 Q. So in July of '99 you stopped working with</p> <p>17 WCW?</p> <p>18 A. That's correct.</p> <p>19 Q. And why was that?</p> <p>20 A. I moved to WWF, WWE now.</p> <p>21 Q. Do you know where the contract with WWF was</p> <p>22 executed, where you signed it?</p> <p>23 A. Where I signed it?</p> <p>24 Q. Yes.</p> <p>25 A. Where I physically signed it?</p>	<p style="text-align: right;">17</p> <p>1 A. The first CD is called Fozzy. The second</p> <p>2 CD is called Happenstance.</p> <p>3 Q. And were both of those recorded in Atlanta?</p> <p>4 A. Yes.</p> <p>5 Q. Do you remember the name of the studio?</p> <p>6 A. I don't recall.</p> <p>7 Q. Was Mark Willis your manager for both of</p> <p>8 those?</p> <p>9 A. Yes.</p> <p>10 Q. How long did it take to record Fozzy,</p> <p>11 meaning the first CD?</p> <p>12 A. Just my part of the CD or the entire CD?</p> <p>13 Q. Let's go with just your part of the CD.</p> <p>14 A. Seven days.</p> <p>15 Q. And how were -- how long were you in</p> <p>16 Atlanta in association with your efforts to record</p> <p>17 the first CD, Fozzy?</p> <p>18 A. Um, seven days.</p> <p>19 Q. How long were you in Atlanta in reference</p> <p>20 to recording Happenstance?</p> <p>21 A. About the same.</p> <p>22 Q. Were both CDs, Fozzy and Happenstance,</p> <p>23 placed on the market for sale?</p> <p>24 A. Yes.</p> <p>25 Q. And did you derive income from the sale of</p>

18

1 Fozzy and Happenstance?

2 A. From the sales, no. From the recording,
3 yes.

4 Q. Would you tell me what you mean by -- how
5 were you paid for the recording?

6 A. You get a lump-sum at the beginning to
7 record the record. After the record has been
8 recorded and the expenses are taken out, then you
9 get the rest. Then after a certain amount of sales
10 is reached to recoup that original lump-sum, then
11 you make money on top of that, which could take a
12 long time to finally see it.

13 Q. And at this point you haven't seen anything
14 beyond the lump-sum --

15 A. No.

16 Q. -- on either CD?

17 A. No.

18 Q. What was the amount of the lump-sum you
19 received on Fozzy?

20 A. The band or Chris Irvine?

21 Q. Chris Irvine, you.

22 A. I don't recall.

23 Q. Can you give me an estimate? Are we
24 talking hundreds of thousands of dollars or tens of
25 thousands?

19

1 A. Probably around ten to fifteen thousand
2 dollars.

3 Q. And what was the amount paid to you in the
4 initial lump-sum on Happenstance?

5 A. \$30,000.

6 Q. Have you ever recorded for any other bands
7 other than Fozzy?

8 A. No.

9 Q. Have you received any other payments other
10 than the recording fees for your work with Fozzy in
11 the state of Georgia?

12 A. Yes.

13 Q. And what were the ways that you received
14 income from --

15 A. From playing live shows.

16 Q. How many live shows did you play in Georgia
17 under the name of -- with the band Fozzy?

18 A. I don't recall. Probably half a dozen.

19 Q. And what would you make per show?

20 A. It varies.

21 Q. What's the range that it would vary
22 between?

23 A. In Georgia?

24 Q. Yes.

25 A. Probably somewhere from 500 to \$1,000.

20

1 Q. And that's per show?

2 A. Yes.

3 Q. And it was about six shows?

4 A. Give or take.

5 Q. Is there any other way other than the
6 lump-sum recording fees and the per-show fees that
7 you received that you have derived income from your
8 work with Fozzy in the state of Georgia?

9 A. I don't recall. I don't think so, but I
10 don't recall for sure.

11 Q. And I apologize if I asked this before.

12 What was the date of the recording of Fozzy, the
13 first CD?

14 A. June or July of 2000.

15 Q. And the date of the recording of
16 Happenstance?

17 A. February of 2002.

18 Q. Other than income that was derived from
19 your work with Fozzy and your work with the WWE,
20 WWF, and WCW have you derived any income from work
21 in Georgia?

22 A. Can you repeat the question, please.

23 Q. Yes. Other than your work with Fozzy, WWE,
24 WWF, and WCW have you derived any income from work
25 in the state of Georgia?

21

1 A. No.

2 Q. Have you ever lived in the state of
3 Georgia?

4 A. No.

5 Q. How often do you perform for WWE in the
6 state of Georgia? We can go on a per-year basis or
7 if you can think of it as in how many times you
8 performed, say, in 2002.

9 A. I don't recall that. I'd say approximately
10 four to six times a year.

11 Q. And are you paid for -- by WWE for each one
12 of those performances in Georgia?

13 A. Yes.

14 Q. Is each one of the performances paid
15 pursuant to a separate pay agreement or do they all
16 pay the same?

17 A. Explain the question, please.

18 Q. It probably wasn't a very good question
19 actually. How much do you get paid per appearance
20 for WWE?

21 A. It depends on how many people show up.

22 Q. Is it a percentage of ticket sales or do
23 you know how it's calculated?

24 A. I really don't know.

25 Q. Okay. I want to verify some dates and tell

22

1 me if you understand these as correct. My
2 understanding is that you've performed in Georgia on
3 the following events. I'll -- it might be quicker
4 if I just go through all of them, and you can tell
5 me if they're correct or incorrect.

6 A. Okay.

7 Q. Okay. I understand that you performed on
8 February 5th of 2001 in Atlanta, Georgia, on the
9 event Raw is War; July 9th of 2001 in Atlanta,
10 Georgia, in the event Raw is War; January 20th,
11 2002, in Atlanta for the Royal Rumble; May 18th,
12 2002, in Macon, Georgia, for a WWE live event;
13 June 8th of 2002 in Albany, Georgia, for a live
14 event. June 9th in -- of 2002 in Augusta, Georgia,
15 for a live event; July 7th of 2002 in Savannah,
16 Georgia, for a live event; and then December 12th of
17 2002 in Atlanta, Georgia, for a Smackdown. Do those
18 sound accurate?

19 A. No, not entirely.

20 Q. Okay. Which ones do not sound accurate?

21 A. The December 12th Smackdown. I was not
22 there.

23 Q. Were you scheduled to perform at that
24 event?

25 A. No.

23

1 Q. Okay. And were you at all the other events
2 that were mentioned?

3 A. I believe so.

4 Q. And were you paid for all the other events
5 that were mentioned?

6 A. Yes.

7 Q. What is the range of pay that you would
8 receive -- I guess actually that's not a good
9 question. Let me start this over. How much would
10 you have made at an appearance of, let's say,
11 February 5th of 2001, Raw is War? Do you have any
12 idea how much --

13 A. I don't recall.

14 Q. Do you have any idea how much you would
15 have paid July 9th of 2001 for Raw is War?

16 A. I don't recall.

17 Q. Do you recall the amount that you made for
18 Royal Rumble in January 20th of '02?

19 A. No, I don't recall.

20 Q. Is it possible that that amount was
21 somewhere around \$50,000?

22 A. Yes.

23 Q. Can you give me a range of what you think
24 you might have made at Raw is War in, say, July of
25 2001?

24

1 A. What's the exact date on that July?

2 Q. July 9th of 2001. And I might be able to
3 show you something to refresh your recollection on
4 these because I think that -- I think we have it
5 here. It might be just a little bit of fumbling
6 through papers. What I'm showing -- what I'm
7 showing is on July 9th of 2001 that your pay would
8 have been \$2,000.

9 MR. TAYLOR: Hold on a minute. What are
10 you reading from?

11 MR. BRODHEAD: Reading from documents
12 that were produced by defendant for pay of
13 individuals.

14 MR. TAYLOR: If --

15 MR. BRODHEAD: And it is going to what
16 point he remembers. If he doesn't remember
17 it --

18 MR. TAYLOR: Well, I was just going to
19 say. I mean, if you recognize this document,
20 it refreshes your memory, then I suppose you
21 can say that. But I speculate he's probably
22 never seen this document before. Why don't
23 you show it to him?

24 MR. BRODHEAD: Yeah, why don't we do
25 that. You don't have any personal notes in

25

1 here or anything like that?

2 MR. MYERS: No.

3 MR. BRODHEAD: Okay.

4 MR. TAYLOR: Does it have a Bates number?
5 Is the document identified --

6 MR. BRODHEAD: The document is identified
7 number as Zbyszko/WWE0049.

8 MR. TAYLOR: All right. Mr. Irvine, if
9 you have seen this document before or if by
10 looking at it your personal recollection is
11 refreshed as to what you may have made, you
12 can answer that. But I -- Ben doesn't want
13 you to speculate and neither do I.

14 THE WITNESS: I've never seen this
15 document before.

16 BY MR. BRODHEAD:

17 Q. Okay.

18 A. And it's probably correct. So -- but I
19 didn't --

20 Q. But you don't have an individual
21 recollection of it?

22 A. No.

23 Q. Okay.

24 A. I have the records at home, but I don't
25 have an individual recollection.

26

1 Q. Okay. That's fine. I apologize if I'm
2 covering old ground, but just to make sure I have it
3 on the record here, am I correct that on all the
4 dates that we mentioned, except for December 12th of
5 2002, that you did work as a wrestler, and you were
6 paid for that, and the work was done in Georgia?
7 A. Yes.
8 Q. When you would be performing an event in
9 Georgia for WWE or WWF, would there be any separate
10 agreement that you would enter with WWE or anyone
11 else regarding that performance in Georgia?
12 A. I don't understand the question.
13 Q. Well, you have one independent contractor
14 agreement with WWE; is that correct?
15 A. Yes.
16 Q. When you would perform in Georgia, were
17 there any supplemental agreements or amendments that
18 were made to your independent contractor agreement?
19 A. No. Not that I know of, no.
20 Q. Nothing that you would have signed?
21 A. No.
22 Q. Have you ever wrestled under the name
23 Chris Irvine for WCW?
24 A. No.
25 Q. Have you ever wrestled under the name Chris

27

1 Irvine for WWF or WWE?
2 A. No.
3 Q. Is there also -- I believe we had stated
4 earlier that there was a trademark for Chris
5 Jericho; is that correct?
6 A. Yes.
7 Q. Is there also a trademark for Jericho?
8 A. I don't recall.
9 Q. Have you had any other names trademarked?
10 A. Myself personally?
11 Q. Or trademarks that you might own, yes.
12 A. No.
13 Q. Okay. Is Y2J trademarked?
14 A. I'm sure it is through the WWE, not through
15 me.
16 Q. Okay. So you would not have ownership in
17 that trademark?
18 A. No.
19 Q. In all the events that we spoke of earlier
20 that you have wrestled in, you wrestled under the
21 name Chris Jericho; is that correct?
22 A. In Georgia?
23 Q. Yes.
24 A. Yes.
25 Q. Was there --

28

1 A. I was just smiling for the camera.
2 Q. Okay.
3 MR. TAYLOR: Old habits die hard.
4 Q. Have you ever used the phrase Living
5 Legend in reference to your self?
6 A. Yes.
7 Q. How many times have you used the phrase
8 Living Legend in reference to yourself?
9 A. I don't recall.
10 Q. Are you familiar with Vince McMahon?
11 A. Yes.
12 Q. Has Vince McMahon ever used the phrase
13 Living Legend in reference to you?
14 A. I don't recall.
15 Q. Did you ever discuss using the phrase
16 Living Legend in reference to yourself with
17 Mr. McMahon?
18 A. I don't recall.
19 Q. Is there an approval process that you would
20 have to go through in order to use a particular name
21 in reference to yourself during a WWE event?
22 A. No.
23 Q. Has the WWE or anyone on behalf of WWE ever
24 told you not to use a specific name in reference to
25 yourself?

29

1 A. I don't recall. I don't believe so,
2 though. Maybe for some guys but not for me.
3 Q. Are you aware of any specific instances
4 when the WWE told a wrestler that he or she could
5 not use a particular name?
6 A. No.
7 Q. Do you also used the term "Living Legend"
8 to refer to yourself at events in Georgia?
9 A. No, not that I recall.
10 Q. Do you know if any announcers referred to
11 you as Living Legend -- strike that. Have any
12 announcers for the WWE during WWE events ever
13 referred to you as Living Legend?
14 A. I don't recall a specific incident, but
15 it's quite possible.
16 Q. Do you have control over what -- I'm sorry.
17 Do you have control over how announcers refer to
18 you?
19 A. No.
20 Q. Who would suggest to the announcers what to
21 say?
22 A. I don't know who --
23 Q. Well, I guess what I'm trying to figure out
24 is, if the announcers might have referred to you as
25 the Living Legend, how would they have known to do

<p style="text-align: right;">30</p> <p>1 this?</p> <p>2 A. Just from watching the TV maybe. I don't</p> <p>3 know. I mean, I don't understand.</p> <p>4 Q. But you don't know of anyone who instructs</p> <p>5 the announcers to use particular names?</p> <p>6 A. No.</p> <p>7 Q. Okay. And you don't personally instruct</p> <p>8 the announcers what name to use when referring to</p> <p>9 you?</p> <p>10 A. No.</p> <p>11 Q. On what instances have you used the term</p> <p>12 "Living Legend" in reference to yourself?</p> <p>13 A. I don't understand the complete question.</p> <p>14 Q. I guess I'm looking for, have you used it</p> <p>15 during events, magazines, websites? What</p> <p>16 circumstances -- under what circumstances have you</p> <p>17 used the name Living Legend in reference to</p> <p>18 yourself?</p> <p>19 A. Live shows. Um, other than that, I don't</p> <p>20 recall specific ones.</p> <p>21 Q. Are live shows broadcast?</p> <p>22 A. Are they broadcast?</p> <p>23 Q. Yes.</p> <p>24 A. Yes.</p> <p>25 Q. Do you know if the live shows in which you</p>	<p style="text-align: right;">32</p> <p>1 Q. Is Smackdown one that's sold by --</p> <p>2 A. No.</p> <p>3 Q. -- Pay Per View?</p> <p>4 A. No.</p> <p>5 Q. Is Raw is War sold by Pay Per View?</p> <p>6 A. No.</p> <p>7 Q. Can you remember any of the other names?</p> <p>8 A. Wrestle Mania, King of the Ring, Survivor</p> <p>9 Series, Summer Slam, and then seven other ones.</p> <p>10 MR. TAYLOR: You must not be much of a fan.</p> <p>11 THE WITNESS: They change them all the</p> <p>12 time.</p> <p>13 MR. TAYLOR: I know more than that.</p> <p>14 BY MR. BRODHEAD:</p> <p>15 Q. I'm having trouble coming up with a good</p> <p>16 question for this, but I'll let you know what I'm</p> <p>17 trying to find out. I'm trying to find out how you</p> <p>18 know you did not use Living Legend to refer to</p> <p>19 yourself -- to refer to yourself in the Pay Per View</p> <p>20 events.</p> <p>21 A. In the Pay Per View events?</p> <p>22 Q. Yes.</p> <p>23 A. How I know that I didn't?</p> <p>24 Q. Right.</p> <p>25 A. Well, because I don't recall doing an</p>
<p style="text-align: right;">31</p> <p>1 participate are broadcast into Georgia?</p> <p>2 A. Yes.</p> <p>3 Q. And were you aware that the events you</p> <p>4 participated in were broadcast into Georgia when you</p> <p>5 used the phrase Living Legend to describe yourself?</p> <p>6 A. I don't know for sure. I mean, I would</p> <p>7 assume so.</p> <p>8 Q. Are you aware that some of the events you</p> <p>9 participated in are sold via Pay Per View in</p> <p>10 Georgia?</p> <p>11 A. Am I aware of it?</p> <p>12 Q. Yes.</p> <p>13 A. Yes.</p> <p>14 Q. Did you refer to yourself as Living Legend</p> <p>15 or did anyone at WWE, as far as you know, refer you</p> <p>16 to as Living Legend during any events that were</p> <p>17 available on Pay Per View?</p> <p>18 A. I don't recall. I didn't.</p> <p>19 Q. Which events are sold via Pay Per View?</p> <p>20 A. There's 12 a year.</p> <p>21 Q. And what are those 12?</p> <p>22 A. I don't know the names of all of them.</p> <p>23 Q. Okay. But it would be events such as Royal</p> <p>24 Rumble?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">33</p> <p>1 interview at the Pay Per View or possibly two Pay</p> <p>2 Per Views when I was using the term.</p> <p>3 Q. During what period were you using the term</p> <p>4 "Living Legend"?</p> <p>5 A. January of 2002, possibly February as well.</p> <p>6 Q. Were you using it at all in 2001, as far as</p> <p>7 you recall?</p> <p>8 A. I don't recall. It's possible, but I don't</p> <p>9 recall for sure.</p> <p>10 Q. Are Pay Per View events advertised as far</p> <p>11 as you know?</p> <p>12 A. Yes.</p> <p>13 Q. Do you know if you're ever included in</p> <p>14 those advertisements for Pay Per View events?</p> <p>15 A. Sometimes.</p> <p>16 Q. Do you do any special -- I'm sorry. Do you</p> <p>17 do any on-camera work for those advertisements for</p> <p>18 Pay Per View events?</p> <p>19 A. No.</p> <p>20 Q. Is it simply they take clips of you from</p> <p>21 other times and incorporate it into the</p> <p>22 advertisement as far as you know?</p> <p>23 A. I believe so. As far as I know.</p> <p>24 Q. Okay. Do you know if Living Legend was</p> <p>25 ever used to refer to you in any of the</p>

<p style="text-align: right;">34</p> <p>1 advertisements for Pay Per View events?</p> <p>2 A. I don't know.</p> <p>3 Q. Do you know of any other -- do you know of</p> <p>4 any times when WWE has used Living Legend in</p> <p>5 reference to you in either promoting a show or --</p> <p>6 well, let's go with that. Do you know of any times</p> <p>7 that WWE has ever used the name Living Legend to</p> <p>8 promote a show?</p> <p>9 A. No.</p> <p>10 Q. Has the name Living Legend ever been used</p> <p>11 to promote a specific match that you know of?</p> <p>12 MR. TAYLOR: This is ever?</p> <p>13 MR. BRODHEAD: Yeah. And actually let me</p> <p>14 qualify that.</p> <p>15 Q. Has the term "Living Legend" ever been</p> <p>16 used in reference to you in order to promote a</p> <p>17 particular match?</p> <p>18 A. I don't recall. I don't know.</p> <p>19 Q. Are you familiar with Larry Whistler, who</p> <p>20 is also known as Larry Zbyszko?</p> <p>21 A. Yes.</p> <p>22 Q. When did you become familiar with him?</p> <p>23 A. 1996.</p> <p>24 Q. In 1996 were you aware that he used the</p> <p>25 name Living Legend to promote himself?</p>	<p style="text-align: right;">36</p> <p>1 A. Through the WWE you mean or WCW?</p> <p>2 Q. Well, that would be fine. In any way.</p> <p>3 A. I believe so, yes.</p> <p>4 Q. Is that a -- is the licensing agreement</p> <p>5 separate from your independent contractor agreement?</p> <p>6 A. I believe they're intertwined.</p> <p>7 Q. Are you paid anything separate from your</p> <p>8 wrestling fees for use of your name on products?</p> <p>9 A. Yes.</p> <p>10 Q. What are you paid for that?</p> <p>11 A. I don't recall.</p> <p>12 Q. Is it your understanding that products that</p> <p>13 are licensed with your name on them are sold in</p> <p>14 Georgia?</p> <p>15 A. I assume so.</p> <p>16 Q. Have you ever personally signed any</p> <p>17 licensing agreements for products that you're aware</p> <p>18 of?</p> <p>19 A. I don't think so.</p> <p>20 Q. Do you have approval over the character</p> <p>21 names and phrases that are used to describe you for</p> <p>22 licensed products?</p> <p>23 A. No.</p> <p>24 Q. Who makes that determination?</p> <p>25 A. I don't know. The companies that release</p>
<p style="text-align: right;">35</p> <p>1 A. Possibly. Probably in 1997 or so.</p> <p>2 Q. So as of 1997 you were aware that</p> <p>3 Larry Zbyszko, Larry Whistler used the name Living</p> <p>4 Legend?</p> <p>5 A. It's possible. It may have been 1996, but</p> <p>6 by '97 for sure.</p> <p>7 Q. How did you end up meeting Mr. Whistler?</p> <p>8 A. He was a commentator in WCW when I started</p> <p>9 there.</p> <p>10 Q. At that point were you aware that he lived</p> <p>11 in Georgia?</p> <p>12 A. No.</p> <p>13 Q. Have you ever become aware that he lived in</p> <p>14 Georgia?</p> <p>15 A. No. Not until at this moment.</p> <p>16 Q. Did you ever have any interaction with</p> <p>17 Mr. Whistler other than with him announcing matches</p> <p>18 that you were in?</p> <p>19 A. No, not really.</p> <p>20 Q. Have you ever entered into any licensing</p> <p>21 agreements for any reason?</p> <p>22 A. I'm not sure I know what a licensing</p> <p>23 agreement is.</p> <p>24 Q. Any agreements where you agree to let</p> <p>25 others use perhaps the name Chris Jericho?</p>	<p style="text-align: right;">37</p> <p>1 the products maybe.</p> <p>2 Q. If there were a phrase being used to</p> <p>3 describe you on a particular product and you did not</p> <p>4 approve, would you be able to have that name removed</p> <p>5 from the product?</p> <p>6 A. I don't understand the question.</p> <p>7 Q. Well, let me ask you this. Have you ever</p> <p>8 seen a licensed product with your name on it?</p> <p>9 A. Yes.</p> <p>10 Q. Have you ever seen a licensed product with</p> <p>11 your name on it that included content that you did</p> <p>12 not approve of?</p> <p>13 A. No.</p> <p>14 Q. Had you ever seen one that had content that</p> <p>15 you did not approve of, would you have been able to</p> <p>16 remove that content?</p> <p>17 A. No.</p> <p>18 Q. Why not?</p> <p>19 A. Because we have no -- nothing to do or no</p> <p>20 control over things like that. Half the time we</p> <p>21 don't even see half the products that are released</p> <p>22 of us. By the time we see them, they're already on</p> <p>23 the shelves.</p> <p>24 Q. Have you ever seen a product licensed by</p> <p>25 WWE or anyone else that used the term "Living</p>

<p style="text-align: right;">38</p> <p>1 Legend" reference to you?</p> <p>2 A. No.</p> <p>3 MR. BRODHEAD: I assume he's going to say</p> <p>4 he's not seen this before, and that's fine.</p> <p>5 What we'll do is call this Exhibit 1. I have</p> <p>6 a black and white photocopy of it.</p> <p>7 MR. TAYLOR: No. I want that.</p> <p>8 MR. BRODHEAD: Okay. We can certainly</p> <p>9 make that available. Actually I didn't give</p> <p>10 you this. Let the record reflect I'm having</p> <p>11 the court reporter mark the exhibit as Irvine</p> <p>12 I.</p> <p>13 (Irvine I marked for ID purposes.)</p> <p>14 (An off-the-record discussion was had.)</p> <p>15 MR. TAYLOR: What are we --</p> <p>16 MR. BRODHEAD: I'm just going to ask him</p> <p>17 if he's ever seen this product; that's all.</p> <p>18 MR. TAYLOR: Okay.</p> <p>19 MR. BRODHEAD: Let the record reflect I'm</p> <p>20 showing the deponent what's been marked as</p> <p>21 Irvine I.</p> <p>22 BY MR. BRODHEAD:</p> <p>23 Q. Do you recognize this product?</p> <p>24 A. Yes.</p> <p>25 Q. Have you seen this product before?</p>	<p style="text-align: right;">40</p> <p>1 A. Sometimes.</p> <p>2 Q. On what occasions have you had input on the</p> <p>3 story line?</p> <p>4 A. It's a pretty intricate process but most of</p> <p>5 the time you have some sort of say in what's going</p> <p>6 on; not total control, but you can definitely add</p> <p>7 your two cents in.</p> <p>8 Q. How long do story lines usually last?</p> <p>9 A. Now-a-days two weeks, sometimes two months,</p> <p>10 maybe a little bit longer, three months.</p> <p>11 Q. At another point in time did they used to</p> <p>12 last longer?</p> <p>13 A. Yes.</p> <p>14 Q. When did they become shorter?</p> <p>15 A. I don't recall for sure, maybe the last two</p> <p>16 or three years, four years, five years.</p> <p>17 Q. Is it your understanding that story lines</p> <p>18 are used to attract viewers?</p> <p>19 A. That's the intent.</p> <p>20 Q. And is it your understanding that the story</p> <p>21 lines are used to keep viewers watching future</p> <p>22 events as well?</p> <p>23 A. That's the idea, yeah.</p> <p>24 Q. Am I correct that WWE has events that take</p> <p>25 place all over the U.S.?</p>
<p style="text-align: right;">39</p> <p>1 A. I don't recall. I don't believe so.</p> <p>2 Q. Okay. Is the picture in the lower</p> <p>3 left-hand corner marked with "I'm a Living Legend,"</p> <p>4 is that you?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Do you have any ownership in Jakks</p> <p>7 Pacific?</p> <p>8 A. No.</p> <p>9 Q. Do you have any control of Jakks Pacific?</p> <p>10 A. No.</p> <p>11 Q. Do you have any involvement in the products</p> <p>12 that are produced by Jakks Pacific?</p> <p>13 A. No.</p> <p>14 Q. Is the term "story line" ever used in the</p> <p>15 wrestling industry?</p> <p>16 A. Yes.</p> <p>17 Q. What is a story line?</p> <p>18 A. It's pretty much self-explanatory.</p> <p>19 Q. Basically it's just a series of events that</p> <p>20 occurs?</p> <p>21 A. Uh-huh (indicating affirmatively).</p> <p>22 Q. And that's planned?</p> <p>23 A. Yes.</p> <p>24 Q. Do you have any input regarding the story</p> <p>25 lines used by WWE?</p>	<p style="text-align: right;">41</p> <p>1 A. Yes.</p> <p>2 Q. And the story lines might be continued from</p> <p>3 event to event?</p> <p>4 A. Yes.</p> <p>5 Q. Meaning that the story line might be</p> <p>6 continued in several different states?</p> <p>7 A. Yeah. It's possible, yes.</p> <p>8 Q. Is the rise of one character to the level</p> <p>9 of champion of WWE considered a story line?</p> <p>10 A. Yes.</p> <p>11 Q. When did you become -- well, did you become</p> <p>12 champion of WWE?</p> <p>13 A. Yes.</p> <p>14 Q. When was that that you became champion of</p> <p>15 the WWE?</p> <p>16 A. December of 2001.</p> <p>17 Q. And did you defend your title as champion</p> <p>18 of WWE in the Royal Rumble of January 20, 2002?</p> <p>19 A. Yes.</p> <p>20 Q. And did you win that event?</p> <p>21 A. Of course. I always win.</p> <p>22 Q. Okay.</p> <p>23 MR. TAYLOR: You're under oath now.</p> <p>24 THE WITNESS: You better strike that.</p> <p>25 Q. And just so I can understand this</p>

<p style="text-align: right;">42</p> <p>1 process, when you begin with WWE or when you began</p> <p>2 with WWE, do they have sort of a ranking system?</p> <p>3 A. Not really.</p> <p>4 Q. How about this. Can you describe how you</p> <p>5 rose through the ranks up to the WWE champion?</p> <p>6 A. Wrestling is all based on the reaction of</p> <p>7 the fans; on what's going to make the most money.</p> <p>8 So when you first come into a company, fans have to</p> <p>9 get familiar with your character and with your work</p> <p>10 and build up an emotional attachment to where they</p> <p>11 love you or they hate you. When you get to a</p> <p>12 certain point where they love you so much or they</p> <p>13 hate you so much that you can draw money for the</p> <p>14 company, then you become a top-level player. When</p> <p>15 you become a top-level player, that's when you</p> <p>16 probably will win the championship. Something like</p> <p>17 that.</p> <p>18 Q. Okay. Is that the same progression that</p> <p>19 you followed?</p> <p>20 A. Something along those lines, yeah.</p> <p>21 Q. Were you loved or hated?</p> <p>22 A. Hated.</p> <p>23 MR. TAYLOR: Hard to believe.</p> <p>24 Q. How long -- are the wrestling events done</p> <p>25 on a card basis, basically you have undercards and</p>	<p style="text-align: right;">44</p> <p>1 A. Um, summer of 2001? I don't even remember</p> <p>2 what we were doing then.</p> <p>3 MR. TAYLOR: You only need to answer that</p> <p>4 if you know.</p> <p>5 A. Well, I don't recall. I really don't.</p> <p>6 Q. Before you became the champion of the WWE</p> <p>7 in December of 2001, was there a progression of</p> <p>8 matches where you were consistently being ranked</p> <p>9 higher in the cards?</p> <p>10 A. Yes.</p> <p>11 Q. And was it during that time of your</p> <p>12 ascension through the rankings that you were using</p> <p>13 "Living Legend" to refer to yourself?</p> <p>14 A. No.</p> <p>15 Q. Did you use "Living Legend" to refer to</p> <p>16 yourself before you became champion?</p> <p>17 A. No, at least I don't recall saying it then.</p> <p>18 MR. TAYLOR: How are you doing? We've been</p> <p>19 going an hour. We can take breaks.</p> <p>20 THE WITNESS: I'm all right.</p> <p>21 MR. BRODHEAD: And I apologize for this.</p> <p>22 This is certainly not a test of endurance. If</p> <p>23 you need a break for any reason.</p> <p>24 THE WITNESS: No, I'm fine.</p> <p>25 MR. TAYLOR: That's all I wanted to make</p>
<p style="text-align: right;">43</p> <p>1 then you have the top card?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. During 2001, let's say the beginning</p> <p>4 of 2001, where were you as far as the cards went?</p> <p>5 A. Beginning of 2001?</p> <p>6 Q. Yes.</p> <p>7 A. I think in the Royal Rumble of 2001 I won</p> <p>8 the intercontinental championship, which was the</p> <p>9 step below the undisputed championship or the</p> <p>10 heavyweight championship, whatever you want to call</p> <p>11 it.</p> <p>12 Q. Do you recall how much you would have been</p> <p>13 paid for that event?</p> <p>14 A. Which one?</p> <p>15 Q. The Royal Rumble in 2001.</p> <p>16 A. I don't recall.</p> <p>17 Q. I mean, do you have any rough idea? Was it</p> <p>18 hundreds, thousands, tens of thousands?</p> <p>19 A. Tens of thousands, between fifty and</p> <p>20 seventy-five -- between thirty and seventy-five</p> <p>21 maybe; although, you probably have the figures. You</p> <p>22 can just check it out yourself.</p> <p>23 Q. Actually I don't think I have those</p> <p>24 figures. During the summer of 2001 where would you</p> <p>25 have been in the card placement?</p>	<p style="text-align: right;">45</p> <p>1 clear to him. I'm okay, if you are, Chris.</p> <p>2 THE WITNESS: No. I just want to get</p> <p>3 this over with.</p> <p>4 BY MR. BRODHEAD:</p> <p>5 Q. Whose idea was it to use the name Living</p> <p>6 Legend in reference to you?</p> <p>7 A. Mine.</p> <p>8 Q. Why did you decide to do that?</p> <p>9 A. Because in the story line I had just</p> <p>10 unified the two world titles from two separate</p> <p>11 companies which had never been done before. So just</p> <p>12 a boastful thing.</p> <p>13 Q. Did anyone ever -- I'm sorry. Did anyone</p> <p>14 at WWE ever tell you not to use the term "Living</p> <p>15 Legend" in reference to yourself?</p> <p>16 A. I don't recall.</p> <p>17 Q. Now, you stated that you used the name</p> <p>18 "Living Legend" I think you said in January and</p> <p>19 February of '02, possibly in December of '01. Is it</p> <p>20 possible that that name was still being used in</p> <p>21 reference to you as late as June and July of 2002?</p> <p>22 MR. TAYLOR: Object to the form of the</p> <p>23 question. His answer was what he did, and I</p> <p>24 think your question is did someone else use</p> <p>25 it.</p>

46

1 MR. BRODHEAD: That's fine. I'll address
2 that.

3 MR. TAYLOR: And my observation is you
4 can answer that if you know.

5 A. Yeah, I don't really know. If you're
6 looking at a magazine, I guess it's quite possible.

7 MR. BRODHEAD: Let's go ahead and mark
8 these.

9 A. Keep in mind, too, that publishing dates

10 --

11 Q. Right. The publishing date might be
12 later than --

13 A. It might be earlier.

14 Q. Right. Okay.

15 MR. BRODHEAD: If we can mark this as
16 Irvine 2, please.

17 (Irvine 2 marked for ID purposes.)

18 THE WITNESS: Can I see one of those?

19 MR. BRODHEAD: Yes. She's going to give
20 you one right there.

21 THE WITNESS: The official one.

22 BY MR. BRODHEAD:

23 Q. Have you ever seen this story before --

24 A. No.

25 Q. -- Envision of the Gold? On the sort of

48

1 photo --

2 A. Absolutely I recognize what it is.

3 Q. Okay. And what is that?

4 A. It's a Pro Wrestling magazine.

5 Q. Am I correct that you gave an interview for
6 that Pro Wrestling magazine?

7 A. No.

8 Q. Okay. How was that interview developed as
9 far as you know?

10 A. Pro Wrestling magazines are written by the
11 writers and the editors the same way that a National
12 Inquirer is written, and everybody in the wrestling
13 business knows that, including Mr. Whistler, I'm
14 assuming. So this is like somebody wrote this as
15 like a creative writing assignment, and that's how
16 wrestling magazines are, and they have always been
17 this way.

18 Q. And do you have any input on the content of
19 the articles?

20 A. Absolutely not.

21 Q. Okay. Do you have any ability to change
22 the content in the articles?

23 A. No.

24 Q. And did anybody contact you regarding the
25 use of the term "Living Legend" in reference to you?

47

1 middle right there's a picture of an individual with
2 two belts over -- one belt over each shoulder. Is
3 that you?

4 A. Yes.

5 Q. And to the next of it it says "The
6 self-proclaimed Living Legend."

7 A. Uh-huh (indicating affirmatively).

8 Q. Did you ever proclaim yourself as a Living
9 Legend?

10 A. Yeah. We discussed it. I did,
11 self-proclaimed.

12 Q. Did you have any input in this article or
13 in this publication?

14 A. No.

15 MR. BRODHEAD: Let's mark this as Irvine 3,
16 please.

17 (Irvine 3 marked for ID purposes.)

18 MR. BRODHEAD: Let the record reflect the
19 deponent is being shown what's been marked as
20 Irvine 3.

21 BY MR. BRODHEAD:

22 Q. Do you recognize what this document
23 reflects?

24 A. What it reflects?

25 Q. Do you recognize what it is? It's a

49

1 A. No.

2 Q. So this would have been somebody that --
3 well, I'm sorry. Does the WWE have any input into
4 these wrestling magazines as far as you know?

5 A. No. These ones here are by London
6 Publishing, I believe, and these are not WWE
7 magazines. This one, yes.

8 Q. Okay. So what you're stating is,
9 regardless of your input in anything you might have
10 said, they chose to use the term "Living Legend" in
11 reference to you on their own?

12 A. Yes. And this interview is just made up.

13 Q. Okay.

14 MR. TAYLOR: In other words, you never gave
15 such an interview?

16 THE WITNESS: No, no. I never gave this
17 interview, no.

18 BY MR. BRODHEAD:

19 Q. And you had nothing to do with authorizing
20 the publication of the interview?

21 A. No.

22 MR. TAYLOR: Well, I object to calling it
23 an interview.

24 MR. BRODHEAD: Well, I'm sorry. With the
25 story. And I'm not -- I'm not trying to

50

1 contend that it is, in fact, an interview.

2 MR. TAYLOR: Well, I don't know. It took
3 me a while to learn this, that they just make
4 this stuff up. I thought it was just my
5 clients denying that they'd given interviews.
6 It took me a while to figure out they just
7 make it up from start to finish.

8 MR. BRODHEAD: Actually why don't we take
9 a break for just a minute if that's okay with
10 y'all.

11 MR. TAYLOR: Okay. Are we getting close?

12 MR. BRODHEAD: I wish. I think I've
13 got -- it's going to be a little bit longer.
14 I don't know how quick it's going to go.

15 MR. TAYLOR: Let's take a break.

16 THE VIDEOGRAPHER: We're off the video
17 record.

18 (A short break was taken.)

19 THE VIDEOGRAPHER: We're on the video
20 record.

21 BY MR. BRODHEAD:

22 Q. Just one thing I didn't cover. Do you
23 have any idea why Jakks Pacific in manufacturing
24 this game would have used Living Legend in relation
25 to you -- your picture?

51

1 A. No.

2 Q. Okay. And some of these are just sort of
3 cleaning up questions here. I apologize if I'm
4 covering old ground. But you used the name
5 Chris Jericho to promote yourself; is that correct?

6 A. Yes.

7 Q. And you've used the trademark Chris Jericho
8 to promote yourself in Georgia?

9 A. Yes.

10 Q. And I think we've discussed this, but do
11 you have any control over any TV contracts?

12 A. No.

13 Q. Any Pay Per View contracts?

14 A. No.

15 Q. Any distribution of items that are sold
16 with the trademark "Chris Jericho" on them?

17 A. No.

18 Q. Do you have any control over magazine
19 distribution in Georgia?

20 A. No.

21 Q. Have you ever participated in negotiations
22 regarding broadcast agreements in Georgia?

23 A. No.

24 Q. Did you use the phrase "Living Legend" in
25 order to try to promote yourself?

52

1 A. I don't understand the question.

2 Q. Why did you use the phrase "Living Legend"?

3 A. As a boast, but the fans would obviously
4 know it wasn't true.

5 Q. That boast was designed to get a fan
6 reaction; is that correct?

7 A. Yes.

8 Q. And being that you were one of the ones who
9 was disliked, did you expect that that would raise
10 anger in the fans for you to use that phrase?

11 A. Yes.

12 Q. Did it, in fact, do that?

13 A. I think so. Not majorly, though. It
14 wasn't a major part of my act.

15 Q. You do have fans in Georgia, though, is
16 that correct?

17 A. Um, I think so.

18 MR. TAYLOR: At least one.

19 THE WITNESS: Yeah, I've got one there.

20 MR. TAYLOR: I'm talking about me.

21 THE WITNESS: That you know of, one.

22 MR. TAYLOR: My children, I think.

23 THE WITNESS: A couple.

24 MR. TAYLOR: I can get you up to four.

25 BY MR. BRODHEAD:

53

1 Q. Are there any websites that are used to
2 promote you?

3 A. Yes.

4 Q. What websites?

5 A. The WWE website. I have a website.

6 Q. What is your website?

7 A. Chris Jericho dot com.

8 Q. And do you own that website?

9 A. Um, yes.

10 Q. Is there anyone else who has ownership in
11 that website besides you?

12 A. No, I don't believe so.

13 Q. Is there any corporation associated with
14 that website?

15 A. I don't recall. I don't run it; so I don't
16 know for sure.

17 Q. Who does run it?

18 A. My friend.

19 Q. And who is that?

20 A. Lee Wren.

21 Q. Can you spell both of those?

22 A. L-e-e, W-r-e-n.

23 Q. Is that a male or a female?

24 A. Male.

25 Q. And where does Lee Wren live, do you know?

<p style="text-align: right;">54</p> <p>1 A. Winnipeg.</p> <p>2 Q. Did Mr. Wren initially set up the website</p> <p>3 for you?</p> <p>4 A. We set it up together.</p> <p>5 Q. Did you set it up in Winnipeg?</p> <p>6 A. No.</p> <p>7 Q. Where did you set it up?</p> <p>8 A. Well, he was in Winnipeg. I was in</p> <p>9 Orlando.</p> <p>10 Q. And when was the website set up?</p> <p>11 A. December of '97, I believe.</p> <p>12 Q. Is it correct that that website has had</p> <p>13 more than three million hits since it was developed?</p> <p>14 A. I believe so. I don't know the exact</p> <p>15 figure, something like that.</p> <p>16 Q. Do you have a web counter on the website?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And that web counter counts the</p> <p>19 number of hits; is that correct?</p> <p>20 A. Absolutely.</p> <p>21 MR. BRODHEAD: I will just introduce this.</p> <p>22 Let's mark that as -- we're up to No. 4.</p> <p>23 (Irvine 4 marked for ID purposes.)</p> <p>24 MR. BRODHEAD: Okay. Let the record</p> <p>25 reflect the deponent has been shown what has</p>	<p style="text-align: right;">56</p> <p>1 A. He lives in Tampa.</p> <p>2 Q. Did you work with Mr. Aborn in setting up</p> <p>3 the Fozzy website?</p> <p>4 A. Um, yeah -- yes, yes, a little bit.</p> <p>5 Q. And what's the web address for Fozzy?</p> <p>6 A. Fozzyrock dot com.</p> <p>7 Q. Just F-o-z-z-y-r-o-c-k --</p> <p>8 A. Yes.</p> <p>9 Q. -- no space, dot com?</p> <p>10 A. That's correct.</p> <p>11 Q. Do you have control over the content of the</p> <p>12 Chris Jericho dot com website?</p> <p>13 A. Yes.</p> <p>14 Q. Do you have control over the content of</p> <p>15 Fozzyrock dot com?</p> <p>16 A. Yes.</p> <p>17 Q. And I think we've discussed that you're</p> <p>18 familiar with the content of the website Chris</p> <p>19 Jericho dot com?</p> <p>20 A. Most of it, yes.</p> <p>21 Q. Okay.</p> <p>22 A. Not all of it, but most of it.</p> <p>23 Q. Am I correct that products are sold on the</p> <p>24 website, Chris Jericho dot com?</p> <p>25 A. I think it's just a link to Shop Zone.</p>
<p style="text-align: right;">55</p> <p>1 been marked as Irvine 4.</p> <p>2 BY MR. BRODHEAD:</p> <p>3 Q. Do you recognize what that would be?</p> <p>4 A. Yes.</p> <p>5 Q. Is that a screen shot of your website?</p> <p>6 A. Uh-huh, home page.</p> <p>7 Q. And in the bottom left-hand side it says</p> <p>8 that there have been 3,477,575 hits since December 4</p> <p>9 of '97.</p> <p>10 A. Right.</p> <p>11 Q. Does that seem like an accurate number as</p> <p>12 far as your aware?</p> <p>13 A. I would say so if the counter says it.</p> <p>14 Computers don't lie, right?</p> <p>15 Q. Do you have any ownership in any websites</p> <p>16 other than Chris Jericho dot com?</p> <p>17 A. We have a website for Fozzy, but I don't</p> <p>18 own it.</p> <p>19 Q. Is it owned by Fozzy, LLC?</p> <p>20 A. I don't know for sure.</p> <p>21 Q. Okay. Who manages the website for Fozzy?</p> <p>22 A. A guy called Ed Aborn.</p> <p>23 Q. How do you spell his last name?</p> <p>24 A. A-b-o-r-n.</p> <p>25 Q. And do you know where Mr. Aborn lives?</p>	<p style="text-align: right;">57</p> <p>1 which is the WWE website.</p> <p>2 Q. That's what the Y2J Store would be?</p> <p>3 A. Yes. You just click on that; it will link</p> <p>4 you to the WWE home page, I believe.</p> <p>5 Q. There also appears to have a link on the</p> <p>6 bottom middle there that says "Get the new Fozzy</p> <p>7 album Happenstance."</p> <p>8 A. Uh-huh (indicating affirmatively).</p> <p>9 Q. Can that be purchased from -- is that</p> <p>10 linked to the Fozzy website or where does that go?</p> <p>11 A. I'm not sure, either the Fozzy website or</p> <p>12 maybe Amazon or something like that maybe.</p> <p>13 Q. Do you get a royalty on products that are</p> <p>14 sold from WWE that are related to you?</p> <p>15 A. Yes.</p> <p>16 Q. Is that a percentage of each product or is</p> <p>17 each product different or percentage of sales? How</p> <p>18 does that work?</p> <p>19 A. I believe it's a percentage of per sale.</p> <p>20 Q. Do you know what that percentage is?</p> <p>21 A. I think it's 5 percent.</p> <p>22 Q. And at this point you're not getting any</p> <p>23 percentage from the sales of Happenstance: is that</p> <p>24 correct?</p> <p>25 A. That's correct.</p>

<p style="text-align: right;">58</p> <p>1 Q. But if at some point sales were great</p> <p>2 enough you would get a percentage of the sales from</p> <p>3 Happenstance?</p> <p>4 A. Yes.</p> <p>5 Q. Does the website help promote your name as</p> <p>6 well? Does Chris Jericho dot com help promote your</p> <p>7 name?</p> <p>8 A. I guess, yes.</p> <p>9 Q. And is the promotion of your name -- is</p> <p>10 that a benefit to you?</p> <p>11 A. Yes.</p> <p>12 Q. Is it correct that the website Chris</p> <p>13 Jericho dot com is accessible in Georgia?</p> <p>14 A. Yes.</p> <p>15 Q. And is it your understanding that by</p> <p>16 pressing the link Y2J Store, Georgia residents can</p> <p>17 be led to a location where they can purchase items?</p> <p>18 A. Yeah, I think so.</p> <p>19 Q. And if they purchase your items, then you</p> <p>20 would receive a financial benefit from those</p> <p>21 purchases, correct?</p> <p>22 A. Yes.</p> <p>23 Q. Is it also correct that at least at one</p> <p>24 point you used the term "Living Legend" to refer to</p> <p>25 yourself on the website Chris Jericho dot com?</p>	<p style="text-align: right;">60</p> <p>1 A. No, I don't know.</p> <p>2 MR. BRODHEAD: That's all I have.</p> <p>3 MR. TAYLOR: No questions for the</p> <p>4 defendants.</p> <p>5 THE VIDEOGRAPHER: We're off the video</p> <p>6 record.</p> <p>7 THE REPORTER: Do you want to ask him</p> <p>8 about reading and waiving?</p> <p>9 MR. TAYLOR: We'd like for Mr. Jericho to</p> <p>10 sign, but we would be willing to stipulate</p> <p>11 that he do so in any -- in front of any notary</p> <p>12 public. Well, send it to me, and I'll handle</p> <p>13 signature.</p> <p>14 THE REPORTER: You're taking the</p> <p>15 original?</p> <p>16 MR. MYERS: Yes.</p> <p>17 MR. TAYLOR: I'd like a copy and a copy</p> <p>18 of the video.</p> <p>19 THE VIDEOGRAPHER: The original and copy</p> <p>20 of the video?</p> <p>21 MR. MYERS: Correct.</p> <p>22 THE VIDEOGRAPHER: Do you want a copy of</p> <p>23 the video as well?</p> <p>24 MR. TAYLOR: I might as well.</p> <p>25</p>
<p style="text-align: right;">59</p> <p>1 A. I don't recall.</p> <p>2 Q. Have you ever instructed anyone or -- I'm</p> <p>3 sorry. Have you ever -- have you ever instructed</p> <p>4 the person who is helping on your website,</p> <p>5 Mr. Wren, to remove particular conduct -- content</p> <p>6 from your website?</p> <p>7 A. No. I don't recall, but just to change</p> <p>8 things, you know, put this up, a news commentary or</p> <p>9 something like that maybe.</p> <p>10 Q. Have you ever personally gone on and</p> <p>11 changed any of the content on the website Chris</p> <p>12 Jericho dot com?</p> <p>13 A. I'm not that technically efficient.</p> <p>14 Q. Nor am I. Do you also have a fan club?</p> <p>15 A. Not that I'm aware of.</p> <p>16 MR. BRODHEAD: We can go off the record for</p> <p>17 just a second. That's okay.</p> <p>18 THE VIDEOGRAPHER: We're off the video</p> <p>19 record.</p> <p>20 (An off-the-record discussion was had.)</p> <p>21 THE VIDEOGRAPHER: We're on the video</p> <p>22 record.</p> <p>23 BY MR. BRODHEAD:</p> <p>24 Q. Do you know whether or not Vince McMahon</p> <p>25 has ever announced you as Living Legend?</p>	<p style="text-align: right;">61</p> <p>1 STIPULATIONS</p> <p>2</p> <p>3 THEREUPON, the deposition of</p> <p>4 CHRIS IRVINE was concluded at 12:41 p.m.</p> <p>5 NOTE: The original and one copy of the</p> <p>6 foregoing deposition will be held by</p> <p>7 Mr. Brodhead; copy to Mr. Taylor.</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">62</p> <p>1 DEPONENT'S ERRATA SHEET 2 AND SIGNATURE INSTRUCTIONS 3 4 The Original of the Errata Sheet has been 5 delivered to John L. Taylor, Jr., Esquire. 6 When the Errata Sheet has been completed by the 7 deponent and signed, a copy thereof should be 8 delivered to each party of record and the ORIGINAL 9 delivered to Ben C. Brodhead, Esquire, to whom the 10 original deposition transcript was delivered. 11 12 INSTRUCTIONS TO DEPONENT 13 14 After reading this volume of your deposition, 15 indicate any corrections or changes to your 16 testimony and the reasons therefor on the Errata 17 Sheet supplied to you and sign it. DO NOT make 18 marks or notations on the transcript volume itself. 19 20 21 REPLACE THIS PAGE OF THE TRANSCRIPT WITH THE 22 COMPLETED AND SIGNED ERRATA SHEET WHEN RECEIVED 23 24 25</p>	<p style="text-align: right;">64</p> <p>1 CERTIFICATE OF REPORTER OATH 2 3 STATE OF FLORIDA 4 COUNTY OF HILLSBOROUGH 5 6 7 I, the undersigned authority, hereby 8 certify that the witness named herein 9 personally appeared before me and was duly 10 sworn. 11 WITNESS my hand and official seal this 12 _____ 13 14 15 16 17 18 19 20 21 PATTY STARKS, RPR 22 Notary Public-State of Florida 23 My Commission No. CC859522 24 Expires September 19, 2003 25</p>
<p style="text-align: right;">63</p> <p>1 ATTACH TO THE DEPOSITION OF CHRIS IRVINE 2 CASE: WHISTLER V. WORLD WRESTLING 3 SIGNATURE PAGE 4 I, CHRIS IRVINE, have read the foregoing 5 deposition given by me on February 4, 2003, in 6 Tampa, Florida, and the following corrections, if 7 any, should be made in the transcript 8 PAGE LINE CORRECTION AND REASON THEREFOR 9 10 11 12 13 14 15 16 17 18 19 20 Subject to the above corrections, if any, 21 my testimony reads as given by me in the foregoing 22 deposition. 23 SIGNED at _____, Florida, this 24 _____ 25 CHRIS IRVINE</p>	<p style="text-align: right;">65</p> <p>1 REPORTER'S DEPOSITION CERTIFICATE 2 3 STATE OF FLORIDA 4 COUNTY OF HILLSBOROUGH 5 6 I, PATTY STARKS, RPR and Notary Public in and 7 for the State of Florida at large, hereby certify 8 that the witness appeared before me for the taking 9 of the foregoing deposition, and that I was 10 authorized to and did stenographically and 11 electronically report the deposition; and that a 12 review of the transcript was requested; and that the 13 transcript is a true and complete record of my 14 stenographic notes and recordings thereof. 15 16 I FURTHER CERTIFY that I am neither an 17 attorney nor counsel for the parties to this cause 18 nor a relative or employee of any attorney or party 19 connected with this litigation, nor am I financially 20 interested in the outcome of this action. 21 22 DATED THIS _____ at 23 Tampa, Hillsborough County, Florida. 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 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CERTIFICATE OF REPORTER OATH

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, the undersigned authority, hereby certify
that the witness named herein personally appeared
before me and was duly sworn.

WITNESS my hand and official seal this
FEB - 5 2003



Patty Ann Starks
Commission # CC 859522
Expires Sep. 19, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Patty Starks

PATTY STARKS, RPR
Notary Public - State of Florida
Commission No. CC 859522
Expires September 19, 2003

REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, PATTY STARKS, Registered Professional Reporter and Notary Public in and for the State of Florida at large, hereby certify that the witness appeared before me for the taking of the foregoing deposition, and that I was authorized to and did stenographically and electronically report the deposition; and that the transcript is a true and complete record of my stenographic notes and recordings thereof.

I FURTHER CERTIFY that I am neither an attorney nor counsel for the parties to this cause nor a relative or employee of any attorney or party connected with this litigation, nor am I financially interested in the outcome of this action.

DATED THIS FEB - 5 2003
at Tampa, Hillsborough County, Florida.



Patty Ann Starks
Commission # CC 859522
Expires Sep. 19, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Patty Starks
PATTY STARKS, RPR
Notary Public - State of Florida
Commission No. CC 859522
Expires September 19, 2003

Y2J
"LEGEND ISN'T STRONG
ENOUGH TO DESCRIBE ME!"

INSIDE Wrestling

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EXHIBIT

IRVING 3

8-4-03 P5

hotseat

CHRIS JERICO

"LEGEND ISN'T STRONG ENOUGH TO DESCRIBE ME!"

IN THE SUMMER of 1999, Chris Jericho became the talk of the wrestling industry. Through exciting feuds with Dean Malenko, Rey Mysterio Jr., and Perry Saturn, Jericho had amassed a strong fan base, but WCW management was reluctant to elevate Jericho to the next level. When his WCW contract expired, Jericho vanished from the scene. By the time he finally signed with the WWF, his fan base had grown exponentially—as had expectations. Jericho was heralded as "the next Shawn Michaels" by some people. Anything less than a WWF championship reign would be a failure.

Jericho seemed to be on track when he debuted as Y2J and got into a battle of promos with The Rock. But soon after that much-hyped appearance, Jericho slipped into a mid-card malaise. He feuded with Chyna of all people for the Intercontinental title. He became a fan favorite, but could only stay on the fringe of World title contention. Despite winning four I-C titles and remaining one of the Federation's most popular competitors, it was a struggle for him to live up to the hype.

There were moments when Y2J seemed ready to break through. He appeared to upset Triple-H for the WWF title on *Raw* two years ago, only to have the decision reversed. At *King of the Ring 2001*, he and Chris Benoit essentially had a two-on-one match against Austin for the title, yet Jericho again came away empty-handed.

When Jericho upset The Rock for the WCW title at *No Mercy*, Jericholics insisted Y2J had finally climbed

into the WWF's top tier. Then Rock quickly regained the belt, and many observers feared Jericho would have a difficult time winning another world championship.

Yet Jericho never lost faith. At *Vengeance*, he scored falls over both The Rock and Austin to become the first undisputed world champion in four decades. Since winning the unified title, Jericho has gotten more and more arrogant, but he keeps finding ways to retain the gold. And he still doesn't feel he's getting the respect he deserves. Senior Writer Dan Murphy caught up with Y2J following a recent *Smackdown*.

"I'm twice the man Ric Flair ever was. It's tearing that man all up inside. Despite all his accomplishments, he has to take a backseat to me, because I unified the titles and he never could. He never made history the way I did."

Q: Chris, since this is the first time I've had the opportunity to sit down with you since *Vengeance*, let me say congratulations on winning both the WWF and WCW World titles and unifying them. It's an accomplishment I never thought I'd see during my lifetime.

A: Thank you, Dan. I have to say, it was always my dream to be the man who would do the

impossible and become the one, true undisputed champion in wrestling. With this (he pats the WCW title belt) and this (he pats the WWF title) in my possession, I can now legitimately say I am the greatest wrestler to ever step into the ring. It's really pretty incredible.

Q: Well, I'll admit you made history by unifying the titles, but I don't know if I'd make the jump that makes you the greatest wrestler of all time.

A: What else do I have to do to prove it? Seriously. I've beaten Austin, I've beaten The Rock. I've lost track of how many times I've beaten The Rock already. It's become routine for me. I've even defended these belts against Triple-H, and I'm still your undisputed champion. Your undisputed, undefeated, unified champion of the world.

Q: You could probably make a stronger case for yourself if you had won your two matches at *Vengeance* without interference from Booker T and Vince McMahon, and without using the title belts as weapons.

A: You listen to me, Murph. Four men in the history of this great sport—this sport of kings—had a chance to become the one undisputed champion. The other three would become a mere footnote in wrestling history. I guarantee you that any man





"I came out on top in two of the most grueling matches ever, against two of the biggest stars in this business—next to me, of course. And I wrestled those two matches without a second to rest in between. That makes me the greatest, the true 'Living Legend.'"

in my place would have done exactly what I did. Did you think Austin, Rock, or Angle were going to risk losing their chance at the greatest glory in this industry by not taking advantage of every opportunity available? Vengeance was an absolute war, with the ultimate prize in this business at stake. I came out on top in two of the most grueling matches ever, against two of the biggest stars in this business—next to me, of course. And I wrestled those two matches without a second to rest in between. That makes me the greatest, the true "Living Legend."

Q: What do you think Bruno Sammartino would say about that?

A: The moment he'd started babbling, I'd just hold up this belt (indicating the WCW title) and ask, quite simply, "Ever win

this one, junior? No? Then why don't you just shut the hell up!"

Q: In recent weeks, you have formed an alliance with Lance Storm and Christian. Some people have compared this little group to The Four Horsemen. For lack of a better term, is this so-called "Canadian alliance" a marriage of convenience, or is this a stable like the Horsemen?

A: First of all, I don't want to have anything to do with The Four Horsemen. For God's sake, Murph, this is 2002, not 1986. Get a damn calendar, why don't you! And second of all, I'm twice the man Ric Flair ever was. It's tearing that man all up inside. Despite all his accomplishments, he has to take a backseat to me, because I unified the titles and he never could. He never made history the way I did.

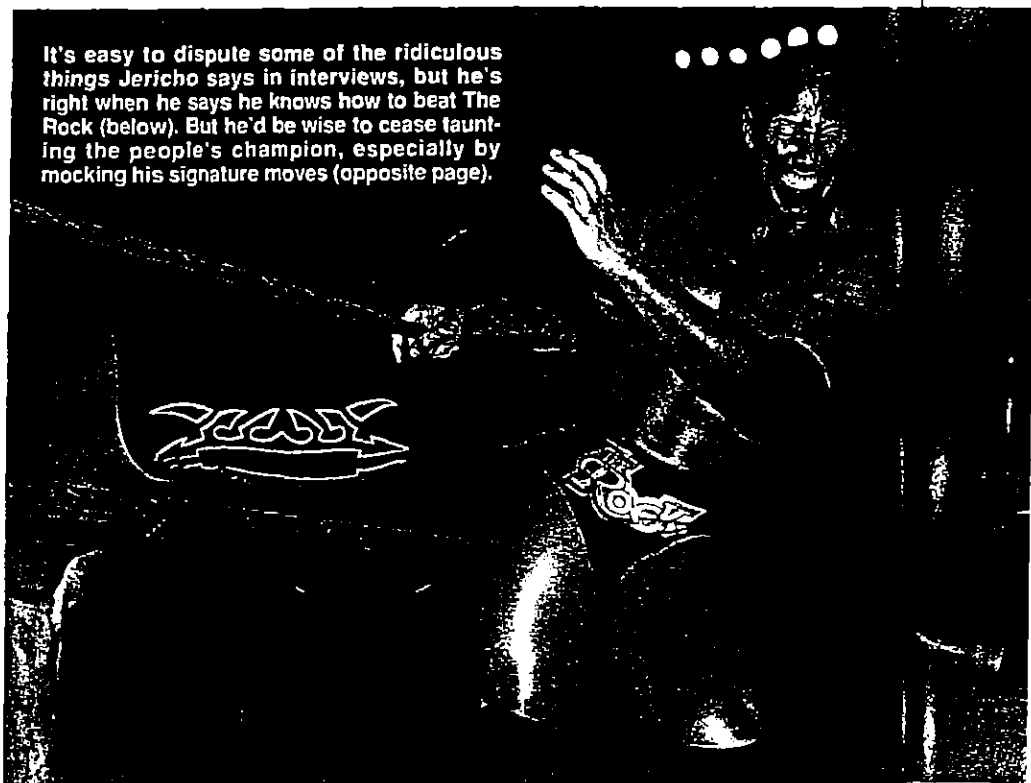
Q: But in Flair's defense, he never had much of a chance. The WWF and WCW—or NWA—were separate entities until last year. The only reason you got the opportunity is because the WWF purchased WCW. In fact,

the WCW belt doesn't even mean a whole lot anymore, other than being a symbol. WCW as an organization doesn't exist. You were part of the team that destroyed it in the main event of Survivor Series.

A: Except for the fact that the best wrestlers in the world are here in the WWF, not split among two companies, and I'm the guy who has what all of the best wrestlers in the history of the world have always wanted—hence I am the best. But as I was saying about Lance and Christian, I wouldn't say we're a stable, or a family, or any other stupid term you want to use to describe a clique of pansies not man enough to stand up for themselves. We're three men who aren't getting the respect we deserve. Lance had to work as a janitor to get his job back, and he's one of the top wrestlers in this business. How degrading is that? And Christian is always fighting his way out of his buck-toothed brother's shadow. We're sticking together to make sure

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A: Ev
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It's easy to dispute some of the ridiculous things Jericho says in interviews, but he's right when he says he knows how to beat The Rock (below). But he'd be wise to cease taunting the people's champion, especially by mocking his signature moves (opposite page).





Because he's so full of himself, Jericho has made a lot of dangerous enemies in just the last few months. Don't think for a second that Steve Austin has forgotten the loss Jericho put on his record at Vengeance.

there, and they're buying my T-shirts and posters. But the WWF marketing department has its pets—Triple-H, Austin, and The Rock, just to name three. You know, all those guys who get fancy music videos of them made. Lance, Christian, and I have had to fight damn hard for everything we have, and we're not going to go

none of us gets screwed over.

Q: Who do you think is trying to screw you over?

A: Everyone, dammit! Believe me, there are millions—and millions—of Jerichoholics out

down without a fight.

Q: Why is it that you feel you're not getting the respect you deserve?

A: There are a few reasons. I'm a victim of my own success. I've established a new measure-

ment of greatness in this business. If I was to lose the undisputed title tomorrow and never regain it, I would still be the man who made history and unified those titles. My name is a part of wrestling history forever. No one will ever be able to erase my name as the most influential—and successful—competitor in history. Take Lou Thesz, Bruno, Flair, Hulk Hogan, Bret Hart, Harley Race—take all those legends and bump them



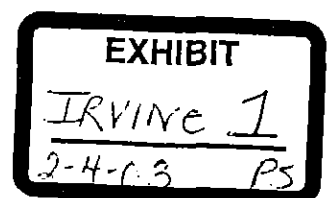
"If I was to lose the undisputed title tomorrow and never regain it, I would still be the man who made history and unified those titles. My name is a part of wrestling history forever. No one will ever be able to erase my name as the most influential—and successful—competitor in history."

all down a step on the ladder. As the greatest of all-time, I know people are jealous of me. They want to see me fail. They want to see their manufactured heroes like Rock or Austin knock me down a peg. Well, guess what. It's not going to happen, because Chris Jericho is not a joke. Chris Jericho is an icon and the "Living Legend" in this business. In fact, legend isn't strong enough to describe me!

Q: Final question: Will you still be the unified champion at WrestleMania and perhaps beyond?

A: Anyone who thinks I won't be is an idiot. Y2J isn't a fluke champion. He's not a joke. He's the champion of a new generation. I will be standard-bearer for this industry for years to come, and that's all there is to it. Respect me or else! □





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Notes, Quotes & Anecdotes

Evolution of the Gold

In honor of the creation of the brand-new undisputed World Wrestling Championship belt, here's a look at how the Heavyweight title belt has developed over the years...

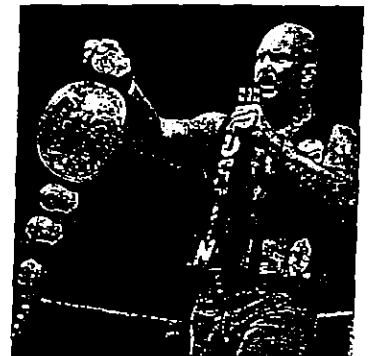


**Bob Backlund,
1983**

This version was created after Superstar Billy Graham destroyed Backlund's previous belt the year before.

**Stone Cold Steve
Austin, 1998**

The Rattlesnake had the "Smoking Skulls" belt made specially for himself.



**The Rock,
2000**

The most recent version prior to the unification.



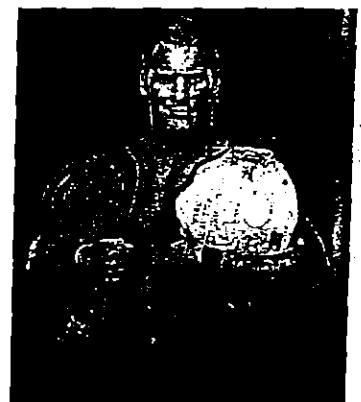
**Hulk Hogan,
1987**

This version was worn exclusively by the Hulkster during his historic first reign.



**Chris Jericho,
2001**

The self-proclaimed "living legend" was the first to unify the World Wrestling Federation and WCW World titles. The WCW belt dates back to 1985.



**Yokozuna,
1993**

This version was created for the *WrestleMania IV* tournament and lasted 10 years, longer than any other.



**Triple H,
2002**

"The Game" was the first recipient of the handsome Undisputed World Championship belt.

JERICHO

WWW.CHRISJERICHO.COM

INFORMATION

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Welcome to CHRIS JERICHO'S OFFICIAL WEB PAGE.

This page is designed for Jericho fans (or anti-fans) as a soapbox for both yours and my opinions. Feel free to comment on this page, my pro wrestling career, music, hockey or anything else you care to get off your chest; I guarantee I'll read all of the mail I receive.

You can use this site to journey through the slums and mansions of my 12 year career, learn a lot of useless Jericho info (why not, it's my page darn it), travel through my personal photo album (don't worry, there's no boring crap like family pictures and bathing babies), and learn about my favorite matches (did I forget any, you smart marks?). Join me as I rest on my laurels and brag about my previous championship conquests, and even get updated opinions on my recent matches and the general state of the world today from your party host...ME!!!

So sit back in your padded chairs, grab your potato chips, chocolates, licorice, donuts and diet pepsi, adjust your coke bottle lenses and let's mark out together! C'mon BABY ... ARE YOU READY?

Y2J Jem - June, 2002- Y2J realizes that cynical internet fans don't know what's good and what's bad anymore. He realizes that if they stopped being so uptight and just allowed themselves to be entertained, that they would enjoy both the WWE and their pathetic little lives a whole lot more.

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EXHIBIT / ATTACHMENT

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AFFIDAVIT OF MELISSA MANSO

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

)
) ss. Stamford
)

BEFORE ME, a Notary Public, personally appeared Melissa Manso, who, being duly sworn, deposes and states as follows:

1. I am over eighteen (18) years of age and I have personal knowledge of the matters set forth herein.

2. I am a Senior Associate Producer of World Wrestling Entertainment, Inc. ("WWE"). I produced the video package broadcast during the 2002 ROYAL RUMBLE immediately before the match between CHRIS JERICHO and THE ROCK (the "JERICHO/ROCK Package").

3. The JERICHO/ROCK Package was pre-produced at WWE's television production studio in Stamford, Connecticut.

4. In producing the JERICHO/ROCK Package, I began by reviewing WWE's records of prior performances of CHRIS JERICHO and THE ROCK for particular audio bytes to tell the desired story for JERICHO/ROCK Package to set the stage for their match at the 2002 ROYAL RUMBLE. The specific audio byte in the JERICHO/ROCK Package referencing the words "living legend" was taken from WWE's RAW television program broadcast from Madison Square Garden in New York City on January 7, 2002.

5. After selecting and digitally recording the various audio bytes, I selected and digitally recorded music to overlay the audio bytes throughout the JERICHO/ROCK Package. Finally, I selected and digitally recorded video clips of prior WWE programs to match the music of the package.

6. I then took the JERICHO/ROCK Package to the “edit suite” located in the WWE television production studio in Stamford, Connecticut in which I edited and enhanced the package, including, among other things, the addition of video and sound effects.

7. Once completed, the JERICHO/ROCK Package was digitally recorded on a “clip reel,” which is a single digital beta tape containing all the packages and other pre-produced segments to be used for the production of the 2002 ROYAL RUMBLE.

8. Immediately before the match between CHRIS JERICHO and THE ROCK, the JERICHO/ROCK Package was broadcast from the “clip reel” by satellite for transmission to various pay-per-view providers and by direct link onto the “jumbotron” video monitor in the arena.

9. The creation and production of the JERICHO/ROCK Package took place entirely in WWE’s television production studio in Stamford, Connecticut. No part of the creation or production of the package took place in the State of Georgia.

10. Vince McMahon did not direct me to create the JERICHO/ROCK Package. Mr. McMahon had no input or involvement in the creation and production of the JERICHO/ROCK Package. Chris Irvine had no input or involvement in the creation and production of the JERICHO/ROCK Package.


Melissa Manso

Sworn to and subscribed
before me this 1st day of
February 2003.


Notary Public

SUSAN L. DeROSA
NOTARY PUBLIC
My Commission Expires May 31, 2006

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CLERK'S OFFICE

LARRY WHISTLER
a/k/a LARRY ZBYSZKO
a/k/a THE LIVING LEGEND,
an individual,

Plaintiff,

vs.

WORLD WRESTLING FEDERATION
ENTERTAINMENT, INC., a Delaware
Corporation, VINCE MCMAHON,
an individual, CHRIS IRVINE a/k/a
CHRIS JERICHO, a/k/a JERICHO, an
individual,

Defendants.

LUTHER D. [Signature]
By [Signature] Clerk
[Signature] Deputy Clerk

Civil Action No. 1 02-CV-1008

**MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS BY
DEFENDANTS VINCE MCMAHON AND CHRIS IRVINE**

Pursuant to Fed.R.Civ.P. 12(b)(2) and this Court's Orders of November 25, 2002 and December 31, 2002, Defendants Vince McMahon and Chris Irvine, by and through their undersigned counsel, respectfully submit this memorandum of law in support of their renewed motion to dismiss.

I. PRELIMINARY STATEMENT

After two months of jurisdictional discovery, Plaintiff Larry Whistler ("Whistler") has failed to adduce evidence to support this Court's exercise of personal jurisdiction over Defendants Mr. McMahon and Mr. Irvine individually. Rather, the evidence in the

record, to the extent it supports contacts with Georgia in any respect, goes to contacts of WWE with Georgia—for which jurisdiction is not contested—as opposed to contacts of Messrs. McMahon and Jericho individually. The assertion of claims against Messrs. McMahon and Jericho personally, in addition to WWE, thus appears principally designed to harass and inconvenience those well-known individuals in a foreign jurisdiction. Indeed, the jurisdictional evidence fundamentally confirms Defendants’ characterization of this action in its original motion to dismiss—this case is being driven by Plaintiff’s historical personal animus against Mr. McMahon.

Fatally lacking on the current record is any evidence that Mr. McMahon or Mr. Irvine personally committed any purposeful acts in the State of Georgia from which Plaintiff’s cause of action resulted. Because of the critical lack of such evidence necessary for the assertion of personal jurisdiction over non-resident defendants, Messrs. McMahon and Irvine renew their motion to dismiss Plaintiff’s complaint in its entirety for lack of personal jurisdiction.

II. FACTUAL AND PROCEDURAL BACKGROUND

The following facts are alleged in the Complaint. Although WWE disputes many of these allegations, for purposes of this Motion only, the well-pled factual allegations of the Complaint are assumed to be true as required under Fed.R.Civ.P. 12(b)(2).

As pertinent to this Motion, Whistler claims to be known as a professional wrestler under the name Larry Zbyszko. Since in or around 1980, Whistler claims also to have

engaged in wrestling entertainment services using the moniker the Living Legend. Complaint at ¶ 9. Whistler claims that as a result of his allegedly long-term and continuous use of that moniker, the public has come to recognize the services bearing the Living Legend mark as services of Whistler's. Complaint at ¶¶ 12-13.

Whistler claims that the Defendants adopted the same Living Legend moniker in connection with the wrestling services of WWE's CHRIS JERICHO character. Complaint at ¶ 15. Whistler further claims that as a result of Defendants' promotion of wrestling services under the Living Legend moniker, there is a strong likelihood of, and there actually has been, confusion in the marketplace between Defendants' use of the Living Legend moniker and Whistler's use. Complaint at ¶¶ 18-19. As a result of this alleged confusion, Whistler claims he has been irreparably harmed. Complaint at ¶ 26. Originally, Whistler had asserted claims against each Defendant for trademark infringement and unfair competition under Sections 32 and 43(a) of the Lanham Act, trademark dilution under Section 43(c) of the Lanham Act and O.C.G.A. § 10-1-451(b), unfair competition under O.C.G.A. § 23-2-55 and the common law, and deceptive trade practices under O.C.G.A. § 10-1-370 *et seq.* Complaint at ¶¶ 27-59.

In response to Whistler's complaint, Defendants WWE, McMahon and Irvine collectively moved to dismiss Count I of the Complaint under Fed.R.Civ.P. 12(b)(6) as it failed to state a claim upon which relief could be granted. Defendants also moved to dismiss the Complaint in its entirety as against Mr. McMahon and Mr. Irvine for lack of

personal jurisdiction under Fed.R.Civ.P. 12(b)(2). On November 25, 2002, this Court entered an order dismissing Count I of the Complaint against all Defendants and granting a two-month discovery period specifically on the jurisdictional issue upon which Defendants McMahon and Irvine were invited to renew their motion to dismiss. After engaging in written and deposition discovery, Defendants McMahon and Irvine have renewed their motion to dismiss the Complaint in its entirety because they are not properly subject to personal jurisdiction in Georgia.

III. LAW AND ARGUMENT

A. Legal Standard for Motion to Dismiss

To survive a motion to dismiss under Federal Rule Civil Procedure 12(b)(2) for lack of personal jurisdiction, the plaintiff bears the burden of establishing a *prima facie* case of jurisdiction over the nonresident defendant. See Peridyne Technology Solutions, LLC v. Matheson Fast Freight, Inc., 117 F. Supp.2d 1366, 1369 (N.D. Ga. 2000), citing Francosteel Corp. v. M/V Charm, 19 F.3d 624, 626 (11th Cir. 1994); Robinson v. Giamarco & Bill P.C., 74 F.3d 253, 255 (11th Cir. 1996); Madara v. Hall, 916 F.2d 1510, 1514 (11th Cir.1990), citing, Morris v. SSE, Inc., 843 F.2d 489, 492 (11th Cir.1988). To establish a *prima facie* case of personal jurisdiction, the plaintiff must present sufficient evidence to defeat a motion for a directed verdict. See Robinson, 74 F.3d at 255; Madara, 916 F.2d at 1514. Mere “conclusory allegations and unwarranted deductions of fact are not admitted as true.” South Florida Water Mgmt District v. Montalvo, 84 F.3d

402, 409, n. 10 (11th Cir. 1996); see also Oxford Asset Mgmt, Ltd. v. Jaharis, 297 F.3d 1182, 1188 (11th Cir. 2002). As the record now developed through specific jurisdictional discovery fails to support this Court's exercise of personal jurisdiction over Messrs. McMahon and Irvine, Plaintiff fails to carry its burden of proof and the Complaint in its entirety should be dismissed pursuant to Fed.R.Civ.P. 12(b)(2) against them.

B. Georgia's Personal Jurisdiction Standard

In a diversity action, a federal court has personal jurisdiction over a non-resident defendant to the extent permitted by the forum state's long-arm statute and the due process clause of the United States Constitution. See Nippon Credit Bank, Ltd. v. Matthews, 291 F.3d 738, 746 (11th Cir. 2002); Sculptchair, Inc. v. Century Arts Ltd., 94 F.3d 623, 626 (11th Cir. 1996); Allegiant Physicians Services, Inc. v. Sturdy Memorial Hosp., 926 F.Supp. 1106, 1112 (N.D.Ga. 1996). The pertinent sections of Georgia's long-arm statute § 9-10-91 are interpreted to the maximum limits of due process. See Francosteel Corp. v. M/V Charm, 19 F.3d 624 (11th Cir. 1994); Delong Equipment Co. v. Washington Mills Abrasive Co., 840 F.2d 843, 849 (11th Cir. 1988); SES Indus., Inc. v. Intertrade Packaging Mach. Corp., 512 S.E.2d 316, 318 (Ga.Ct.App. 1999). "Where a state's long-arm statute confers personal jurisdiction to the limits of Due Process, the court may pass over analysis of the statute and exercise jurisdiction where the constitutional requirements are satisfied." Peridyne Technology, 117 F.Supp.2d 1366, 1370 (N.D. Ga. 2000); Horsley v. Feldt, 128 F.Supp.2d 1374, 1377 (N.D. Ga. 2000).

The Due Process analysis contemplates the application of two types of jurisdiction, general and specific. Peridyne, 117 F.Supp.2d at 1370. “General personal jurisdiction arises from a party’s contacts with the forum state that are unrelated to the litigation.” Delong, 840 F.2d at 853. A party is subject to general jurisdiction only when it has continuous and systematic general business contacts with the forum state. Delong, 840 F.2d at 853; Peridyne, 117 F.Supp.2d at 1370. Under general jurisdiction, a party may be haled into court in the forum state on any claim. Peridyne, 117 F.Supp.2d at 1370.

“Specific personal jurisdiction is founded on a party’s contacts to the forum state that are related to the cause of action.” Delong, 840 F.2d at 853. Specific personal jurisdiction is determined by application of the two-part International Shoe due process analysis: (1) whether the defendant has purposely established minimum contacts with the forum state, and (2) whether the exercise of jurisdiction will not offend traditional notions of fair play and substantial justice. Delong, 840 F.2d at 853; Peridyne, 117 F.Supp.2d at 1370. The central concern of the inquiry is the relationship between the defendant, the forum and the litigation. Delong, 840 F.2d at 853, quoting Shaffer v. Heitner, 433 U.S. 186, 204, 97 S.Ct. 2569, 2579 (1977).

To establish minimum contacts, this Court has ruled that a plaintiff must demonstrate the following three factors: (1) plaintiff’s cause of action arises out of or relates to the defendant’s contacts with the forum state; (2) the contacts must show that the defendant purposefully conducted activities within the forum state and invoked the

benefits and protections of the state; (3) the defendant's contacts demonstrate that the defendant should reasonably anticipate being haled into court in the forum. Peridyne at 1370; see also Maxwell Chase Technologies, L.L.C., 79 F.Supp.2d 1364, 1368 (N.D. Ga. 1999) (emphasis added).¹ Without proof of all three elements, jurisdiction fails. Maxwell, 79 F.Supp.2d at 1368 ("In order to fulfill the minimum contacts requirement, a plaintiff must demonstrate the presence of three factors."); Railcar, Ltd. v. Southern Illinois Railcar Co., 42 F.Supp.2d 1369 (N.D. Ga. 1999). The touchstone for the exercise of specific personal jurisdiction, therefore, is whether the defendant committed a purposeful act in Georgia from which plaintiff's cause of action resulted.

As set forth in his Complaint and discovery responses, Plaintiff has asserted various purported contacts with Georgia specifically relating to the claims in this action that allegedly subject Messrs. McMahon and Irvine to this Court's personal jurisdiction. Accordingly, Plaintiff apparently is claiming that Messrs. McMahon and Irvine are subject to this Court's specific personal jurisdiction.

C. Mr. McMahon Is Not Properly Subject To Specific Personal Jurisdiction In This Court

¹ Some courts have analyzed the personal jurisdiction issue under the three factors articulated by the Court of Appeals of Georgia in Shellenberger v. Tanner, 227 S.E.2d 266 (Ga.App.Ct. 1976). See DeLong, 840 F.2d at 849. The Shellenberger test substantially mirrors the three-factor due process test outlined above, requiring evidence that the nonresident (1) purposefully did some act or consummated some transaction with or in the forum resulting in injury; (2) the plaintiff's cause of action must arise out of or result from defendant's purposeful activity and (3) the exercise of jurisdiction must be reasonable.

1. Personal Jurisdiction Only Attaches To An Officer Of A Corporation Based On Evidence The Officer Purposefully Committed An Act In The Forum For Which He Can Be Held Substantively Liable

“In general, the activities of an officer do not confer jurisdiction over the officer individually.” Chemtall Inc. v. Citi-Chem, Inc., 992 F.Supp. 1390, 1402 (S.D.Ga. 1998), quoting Brady v. Burt, 979 F.Supp. 524, 529 (W.D.Mich. 1997). See also DeLong, 840 F.2d at 851, citing Agra Chemical Distributing Co. v. Marion Laboratories, Inc., 523 F.Supp. 699, 702-03 (W.D.N.Y. 1981) (“An individual’s presence [in the forum] in his or her capacity as a corporate officer is not a proper basis of jurisdiction or venue against the individual personally.”). An individual officer/director can only be held liable for tortious acts of a corporation if that person personally participated in the tortious activities or specifically directed them to be done. Chemtall, 992 F.Supp. at 1401.

Under those limited circumstances, specific jurisdiction over an individual officer or director must be established separately and independently from the officer or director’s corporation. Foxworthy v. Custom Tees, Inc., 879 F.Supp. 1200, 1206 (N.D. Ga. 1996). Specifically, an officer or director is subject to jurisdiction only if that person “commits an act in the forum for which he can be held substantively liable.” DeLong, 840 F.2d at 851-52 (emphasis added). In other words, “what is needed is a purposeful act [toward the commission of the tort] with or in Georgia.” Foxworthy, 879 F.Supp. at 1206. Significantly, the Eleventh Circuit squarely has ruled that “if the claim against the corporate agent rests on nothing more than that he is an officer or employee of the

nonresident corporation and if any connection he had with the commission of the tort occurred without the forum state” then jurisdiction does not attach. Delong, 840 F.2d at 852, quoting Columbia Briargate Co. v. First National Bank, 713 F.2d 1052, 1064-65 (4th Cir. 1983).

2. Mr. McMahon Is Not Subject To This Court’s Specific Personal Jurisdiction Because Plaintiff’s Cause Of Action Does Not Arise Or Result From Mr. McMahon’s Specific Purposeful Contacts With Georgia

According to Plaintiff’s responses to Defendants’ interrogatories and deposition testimony, Plaintiff bases his claim of personal jurisdiction over Mr. McMahon on three arguments:

- 1) **Mr. McMahon’s appearance at the WWE Royal Rumble event that took place in Atlanta, Georgia on January 20, 2002;**
- 2) **The broadcast of various WWE television and pay-per-view programs into the State of Georgia;**
- 3) **The distribution of a WWE magazine that referenced the words “living legend” into the State of Georgia.**

See First Interrogatories on Personal Jurisdiction Submitted by Defendants Vince McMahon and Chris Irvine (“First Interrogatories”) attached as Exhibit 1; Response No. 1 to Plaintiff’s Response to First Interrogatories On Personal Jurisdiction (“Response to First Interrogatories”) attached as Exhibit 2; Deposition of Larry Whistler (“Whistler Depo.”) at 18:5-20:22 attached as Exhibit 3.

a. Mr. McMahon Committed No Act In Connection With His Appearance At The January 20, 2002 Royal Rumble From Which Plaintiff's Cause of Action Arose Or Resulted

WWE's Royal Rumble Pay-Per-View event took place in Atlanta, Georgia on January 20, 2002 (the "2002 Royal Rumble"). Deposition of Vince McMahon ("McMahon Depo.") at 16:19-22 attached as Exhibit 4. It is undisputed that Mr. McMahon was in the State of Georgia on that occasion. It is equally undisputed, however, that Mr. McMahon's appearance in Georgia for the 2000 Royal Rumble had absolutely no relation to the alleged basis for Plaintiff's claims in this action.

By Plaintiff's own admission, Mr. McMahon appeared at the 2002 Royal Rumble as a performer in a match with WWE's Ric Flair. Whistler Depo., Ex. 3, at 21:20-22:1. In addition to his position as Chairman of WWE, Mr. McMahon also is an on-air personality who regularly appears in the storylines of WWE's sports entertainment programming. McMahon Depo, Ex. 4, at 18:3-21. Mr. McMahon's appearance at the 2002 Royal Rumble was part of a WWE storyline in which Mr. McMahon and Ric Flair fictionally were battling for ownership of WWE. Whistler Depo., Ex. 3, at 24:1-25:5.

By Plaintiff's further admission, neither the words "living legend," nor Mr. Irvine's character, Chris Jericho, had any connection with Mr. McMahon's performance whatsoever: (i) Mr. McMahon did not speak the words "living legend" at any time; (ii) Mr. McMahon's opponent, Ric Flair, did not speak the words "living legend" at any time; (iii) WWE's announcers did not speak the words "living legend" at any time; (iv) Mr.

McMahon's match was not promoted in pre-event advertising by reference to the words "living legend;" (v) the WWE video of the 2002 Royal Rumble contains no reference to the words "living legend" in connection with Mr. McMahon's match; and (vi) Mr. Irvine's Chris Jericho character did not appear during or was mentioned in Mr. McMahon's match in any way. See Videotape of January 20, 2002 Royal Rumble Pay-Per-View ("2002 Royal Rumble Video") attached as Exhibit 5; Whistler Depo., Ex. 3, at 21:20-22:8; 23:6-18; 26:22-27:7; 29:19-31:7; McMahon Depo., Ex. 4, at 20:5-15; Deposition of Chris Irvine ("Irvine Depo.") at 29:23-30:10 attached as Exhibit 6. Significantly, in addition to having no involvement with the words "living legend" during his performance, Mr. McMahon specifically testified that he had no knowledge that the words "living legend" were used in any way in connection with the 2002 Royal Rumble. McMahon Depo., Ex. 4, at 64:20-25. Indeed, the record is undisputed that Mr. McMahon never directed Mr. Irvine to use the words "living legend" in the 2002 Royal Rumble or in any other WWE performance. McMahon Depo., Ex. 4, at 32:6-33:7; Irvine Depo., Ex. 6, at 45:5-7.

In point of fact, the only mention of the words "living legend" in connection with the 2002 Royal Rumble was a single reference in a pre-produced video package (the "JERICHO/ROCK Package") broadcast immediately before Mr. Irvine's match with WWE's THE ROCK. See 2002 Royal Rumble Video, Ex. 5; Whistler Depo., Ex. 3, at 25:24-26:7; 26:17-27:3; Affidavit of Melissa Manso ("Manso Aff.") attached as Exhibit

7. The JERICH0/ROCK Package was an audiovisual production that was pre-taped at WWE's television production studio in Stamford, Connecticut. Manso Aff., Ex. 7, at ¶¶ 2-6. To tell the desired story for the JERICH0/ROCK Package to set the stage for their match at the 2002 ROYAL RUMBLE, WWE selected particular audio bytes of prior performances of CHRIS JERICH0 and THE ROCK. Manso Aff., Ex. 7, at ¶ 4. One such audio byte included in the JERICH0/ROCK Package referenced the words "living legend," which was taken from WWE's RAW television program broadcast from Madison Square Garden in New York City on January 7, 2002. Id. Mr. McMahon had no involvement in the decision to create the JERICH0/ROCK Package. Manso Aff., Ex. 7, at ¶ 10. Mr. McMahon similarly had no involvement in the creation and production of the JERICH0/ROCK Package, including, specifically, the decision to use the audio byte referencing the words "living legend." Id.

On this record, there plainly is no evidence that Mr. McMahon purposefully committed any act in Georgia in connection with the 2002 Royal Rumble from which Plaintiff's cause of action arose or resulted. Although Mr. McMahon undisputedly had specific contacts with Georgia by appearing at the 2002 Royal Rumble, it is equally indisputable that Mr. McMahon committed no act that evening for which he can be held substantively liable and, specifically, from which Plaintiff's claims could not have resulted. See Delong, 840 F.2d at 851-52. Accordingly, there is no basis to subject Mr.

McMahon to the specific personal jurisdiction of this Court premised upon that specific contact with the State of Georgia.

b. Mr. McMahon, Personally, Did Not Purposefully Direct WWE Programming Into Georgia

Plaintiff secondly claims that Mr. McMahon is subject to this Court's specific personal jurisdiction because WWE programming is broadcast into the State of Georgia over broadcast, cable and pay-per-view television. This argument fails on a number of levels as a matter of fact and law.

To begin with, the record is undisputed that WWE has no capability to broadcast programming on its own and, therefore, enters into agreements with numerous domestic and international television distributors for the broadcast of WWE programming. McMahon Depo., Ex. 4, at 59:6-16. Domestically, WWE's principal broadcast and cable television partner is Viacom, Inc. *Id.* WWE currently is aired on Viacom's cable networks, TNN and MTV, and Viacom's broadcast network UPN. *Id.* With regard to pay-per-view programming, WWE has agreements with the major cable and satellite pay-per-view providers, including, *inter alia*, In Demand and DirecTV. The record also is undisputed that through these television outlets WWE programming is available everywhere in the United States and, indeed, throughout the world. Whistler Depo., Ex. 3, at 34:16-24; McMahon Depo., Ex. 4, at 59:6-16; 61:24-62:2 In fact, Plaintiff conceded that WWE programming is broadcast all over the world and is accessible to

viewers everywhere those broadcast or cable television networks are available. Whistler Depo., Ex. 3, at 34:16-35:17. WWE thus has not purposefully directed its programming to Georgia, but rather Georgia is part of the footprint of the broadcast and cable television distributors to which WWE has licensed the distribution of its programming. McMahon Depo., Ex. 4, at 60:17-63:15.

The record is further undisputed that the television distributors have complete control over where programming broadcast on their networks is available, “and they want to have as broad a platform as possible.” McMahon Depo., Ex. 4, at 63:5-15. Accordingly, WWE, let alone Mr. McMahon personally, has no ability to prevent its programming from being available in any particular area, including, for instance, in Georgia. McMahon Depo., Ex. 4, at 63:5-15.

As a matter of law, therefore, the broadcast of WWE programming into Georgia is an insufficient basis to subject Mr. McMahon, and indeed WWE, to the specific personal jurisdiction of this Court. Controlling authority provides that jurisdiction is proper only

Where the defendant’s contacts with the forum proximately result from actions by the defendant *himself* that create a ‘substantial connection’ with the forum state. Although the concept of foreseeability is not irrelevant to this analysis, the kind of foreseeability critical to the proper exercise of personal jurisdiction is *not* the ability to see that the acts of third persons may affect the forum, but rather that the defendant’s own personal acts will have some effect in the forum.

Madara, 916 F.2d at 1516-17 (internal citations omitted)(emphasis in original). “The unilateral activity of those who claim some relationship with a non-resident defendant

cannot satisfy the requirement of contact with the forum state.” Madara, 916 F.2d at 1516, quoting Hanson v. Denckla, 357 U.S. 235, 253, 78 S.Ct. 1228, 1239-40 (1958).

On that basis, recent decisions involving claims of specific personal jurisdiction over non-resident defendants based on television broadcasts into the forum state have ruled that such broadcasts by third-party television distributors are legally insufficient to support specific personal jurisdiction. Overton v. Vanzant, No. CV 01-624-AS, 2001 WL 1911359, at *5 (D. Or. Dec. 13, 2001); Kulik Photography v. Cochran, 975 F.Supp. 812, 813-14 (E.D. Va. 1997); Tristata Technology, Inc. v. Neoteric Cosmetics, Inc., 961 F.Supp. 686, 690 (D. Del. 1997). Even where the courts assumed the defendants “knew” or could “foresee” that their actions would be broadcast into the specific forum states, the courts ruled the defendants had not purposefully availed themselves of the forum states. Overton, 2001 WL 1911359, at *5 (“The mere fact that an individual can ‘foresee’ that their actions or products will be distributed or broadcast to a specific state is not sufficient for an assertion of jurisdiction.”); Kulik Photography, 975 F.Supp. at 813 (“even assuming that the Defendants knew that their actions would be televised . . . the Defendants cannot be said to have purposefully availed themselves of the [forum state]”). In those instances—as here—“the television stations were not agents of, nor were under the control of, the Defendants,” Kulik Photography, 975 F.Supp. at 813, and their broadcasts thus constituted “the unilateral activity of a third-party [which] is not an appropriate consideration when determining whether a defendant has sufficient contacts

with a forum state to justify an assertion of jurisdiction.” Overton, 2001 WL 1911359, at *5. Only where the defendant, itself, specifically targets the forum state and the plaintiff’s alleged injuries arise from those targeted activities is the assertion of specific personal jurisdiction warranted. Peridyne, 117 F.Supp.2d at 1370 (holding court had personal jurisdiction over non-resident defendant because “plaintiff’s claims arise out of or relate to the defendant’s activities, albeit largely electronic, directed at Georgia”); Lott v. J.W. O’Connor & Co., Inc., 991 F.Supp. 785, 787 (N.D. Miss. 1998)(absence of proof that defendants “specifically targeted residents in [forum state] was fatal to claim of personal jurisdiction”); Tristrata Technology, 961 F.Supp 686 at 690 (“absent proof of a promotional campaign targeted at [the forum state]” the defendant’s television appearances were insufficient to establish personal jurisdiction over him). Accordingly, the mere broadcast of WWE programming into Georgia cannot support this Court’s specific personal jurisdiction over Mr. McMahon because it does not demonstrate Mr. McMahon’s personal purposeful contacts directed to Georgia.

In any event, any jurisdictional implications arising from the broadcast of WWE programming would only concern WWE as a corporation, not Mr. McMahon personally. As noted above, Mr. McMahon only could be subject to liability, and thus subject to this Court’s personal jurisdiction, if he personally participated in the alleged infringing activities or specifically directed the alleged infringing activity to be done through purposeful conduct with or in Georgia. However, there is no evidence in the record that

Mr. McMahon personally directed or had any involvement in Mr. Irvine's alleged reference to himself as "living legend." To the contrary, the undisputed evidence is that Mr. Irvine first spoke the words "living legend" on WWE programming without Mr. McMahon's knowledge and, thereafter, Mr. McMahon never directed Mr. Irvine to speak the words "living legend" or had any involvement regarding Mr. Irvine's alleged use of the words. McMahon Depo., Ex. 4, at 32:2-34:2; Irvine Depo., Ex. 6, 28:4-29:2. There also is no evidence in the record that Mr. McMahon had any personal involvement in determining where WWE programming would be available, including, specifically, directing the broadcast of WWE programming into Georgia.

The critical absence of such evidence fundamentally distinguishes Mr. McMahon from the officer-defendant in Foxworthy. In Foxworthy, the court found evidence that the individual defendant, personally, had established the corporate defendant's contacts with Georgia. Foxworthy, 879 F.Supp. at 1207. Most importantly, the corporate defendant in Foxworthy only had two employees, the individual defendant and his wife. Id. The wife's duties were primarily financial, leaving the individual defendant otherwise responsible for the daily operations of the business. Id. On that basis, the Foxworthy court reasoned

it takes no great leap to conclude that, if anything is done on behalf of Custom Tees, it is done or caused to be done by [the individual defendant]. . . . In short, the record leaves the court with the firm impression that Custom Tees' contacts with this state were established by Friedman. Custom Tees transacted business in this state, and the strong evidence is that Friedman

directed those transactions. The court is not faced with a situation where a person is sued because of his title alone.

Foxworthy, 879 F.Supp. at 1207.

In contrast, WWE is a publicly traded corporation with over 400 employees. McMahon Depo., Ex. 4, at 11:10-11; 18:14-21. As Mr. McMahon specifically testified, “there is a certain amount of business that goes on at World Wrestling Entertainment, and [he] can’t see everything, be everything, et cetera.” McMahon Depo., Ex. 4, at 35:23-36:4. Mr. McMahon, therefore, relies on the people he hires to make operational decisions for their departments. McMahon Depo., Ex. 4, at 22:3-9; 35:23-36:4. Accordingly, in the absence of specific evidence that Mr. McMahon directed or personally participated in the alleged infringing conduct and purposefully directed that conduct into Georgia, Foxworthy is wholly inapposite and this Court has no basis to assert specific personal jurisdiction over Mr. McMahon.

c. Mr. McMahon Did Not Purposefully Direct WWE’s Magazine Into Georgia

Plaintiff lastly claims that Mr. McMahon is subject to this Court’s specific personal jurisdiction because WWE magazines are available in the State of Georgia, one of which contained a single reference to the words “living legend.” See First Interrogatories, Ex. 1; Response No. 1 to Response to First Interrogatories, Ex. 2. As with Plaintiff’s claim of jurisdiction based on the broadcast of WWE programming into Georgia, however, the record fatally lacks any evidence that Mr. McMahon directed or had any personal

involvement in the allegedly infringing magazine reference or that Mr. McMahon personally purposefully directed that allegedly infringing magazine reference into Georgia. Indeed, there is absolutely no evidence in the record that Mr. McMahon has any personal involvement whatsoever in the publication or distribution of WWE's magazine. To the contrary, in fact, Plaintiff conceded that Mr. McMahon has no direct involvement with the WWE magazine, rather that "Vince hires the department and makes sure they do their jobs." Whistler Depo., Ex. 3, at 47:4-5; see also Whistler Depo., Ex. 3, at 46:24-47:14.

In the complete absence of any evidence of Mr. McMahon's personal involvement with the WWE magazine, there again is no basis to assert personal jurisdiction over Mr. McMahon for alleged acts of WWE with which he undisputedly had no personal involvement. Plaintiff's claim of specific jurisdiction over Mr. McMahon personally, therefore, only can be based on the fact that he is Chairman of WWE, which is legally insufficient to sustain jurisdiction under controlling law. See Delong, 840 F.2d at 852.

D. Mr. Irvine Is Not Properly Subject To Personal Jurisdiction In This Court

As with Mr. McMahon, this Court's specific personal jurisdiction over Mr. Irvine must be established separately and independently from WWE. In his responses to interrogatories and deposition testimony, Plaintiff identified the following grounds as the purported basis for this Court's personal jurisdiction over Mr. Irvine:

1) Mr. Irvine's appearance at the 2002 Royal Rumble;

2) Mr. Irvine's appearance in WWE programming broadcast into Georgia.

See First Interrogatories, Ex. 1; Response No. 2, Response to First Interrogatories, Ex. 2.

1. Mr. Irvine's Committed No Act In Connection With His Appearance At The 2002 Royal Rumble Form Which Plaintiff's Cause Of Action Arose Or Resulted

Mr. Irvine's appearance at the 2002 Royal Rumble cannot support this Court's specific personal jurisdiction over Mr. Irvine because Mr. Irvine committed no purposeful act in the State of Georgia in connection with that performance from which Plaintiff's cause of action arose or resulted. Simply put, Mr. Irvine never spoke the words "living legend" in the State of Georgia during the 2002 Royal Rumble or in any other WWE performance at which he appeared in Georgia. Irvine Depo., Ex. 6, at 29:7-9. In fact, Mr. Irvine testified he had no knowledge whether the words "living legend" were spoken or referenced in connection with the 2002 Royal Rumble in any manner whatsoever. Irvine Depo., Ex. 6, at 31:14-18.

As discussed above, the only mention of the words "living legend" in connection with the 2002 Royal Rumble was a single reference in the JERICO/ROCK pre-produced video package broadcast immediately before Mr. Irvine's match with WWE's THE ROCK. See 2002 Royal Rumble Video, Ex. 5; Whistler Depo., Ex. 3, at 25:24-26:7; 26:17-27:3; Manso Aff., Ex. 7, at ¶2. The decision to create the JERICO/ROCK Package was made by WWE at its Stamford, Connecticut headquarters, and the entire

production of the JERICHO/ROCK Package was pre-taped at WWE's television production studio in Stamford, Connecticut. Manso Aff., Ex. 7, at ¶¶ 2-6. As noted above, to tell the desired story for the JERICHO/ROCK Package to set the stage for their match at the 2002 ROYAL RUMBLE, WWE selected particular audio bytes of prior performances of CHRIS JERICHO and THE ROCK. Manso Aff., Ex. 7, at ¶ 4. One such audio byte included in the JERICHO/ROCK Package referenced the words "living legend," which was taken from WWE's RAW television program broadcast from Madison Square Garden in New York City on January 7, 2002. Id. After selecting and digitally recording the various audio bytes, WWE selected and digitally recorded music to overlay the audio bytes throughout the JERICHO/ROCK Package. Manso Aff., Ex. 7, at ¶5. Finally, WWE selected and digitally recorded video clips of prior WWE programs to match the music of the package. Id. The JERICHO/ROCK Package was then edited and enhanced in the "edit suite" located in the WWE television production studio in Stamford, Connecticut, including, among other things, the addition of video and sound effects. Manso Aff., Ex. 7, at ¶ 6. Once completed, the JERICHO/ROCK Package was digitally recorded on a "clip reel," which is a single digital beta tape containing all the packages and other pre-produced segments to be used for the production of the 2002 ROYAL RUMBLE. Manso Aff., Ex. 7, at ¶ 8. Immediately before the match between CHRIS JERICHO and THE ROCK, the JERICHO/ROCK Package was broadcast from the "clip reel" by satellite for transmission to various pay-per-view providers and by

direct link onto the “jumbotron” video monitor in the arena. Manso Aff., Ex. 7, at ¶ 9. Mr. Irvine had no input or involvement in the creation or production of the JERICO/ROCK Package. Manso Aff., Ex. 7, at ¶ 10.

Accordingly, the sole reference to the words “living legend” in connection with the 2002 Royal Rumble actually was a pre-taped recording, produced by WWE in Stamford, Connecticut without Mr. Irvine’s input, involvement or even knowledge, of Mr. Irvine speaking the words “living legend” at a prior WWE performance in New York City. See 2002 Royal Rumble Video, Ex. 5. Yet, while in the State of Georgia for his appearance at the 2002 Royal Rumble, neither Mr. Irvine, nor anyone else in Phillips Arena in Atlanta, Georgia, for that matter, ever spoke the words “living legend.” On this record, the assertion of jurisdiction over Mr. Irvine, in reality, is based on the unilateral activity of a third-party—WWE—to produce and broadcast the JERICO/ROCK Package during the 2002 Royal Rumble without Mr. Irvine’s involvement or even knowledge. This is an insufficient basis on which to assert personal jurisdiction under controlling law. See Madara, 916 F.2d at 1516-17 (specific personal jurisdiction must arise from specific tortious act in the forum state, not a performer’s general activities in the forum state).

2. Mr. Irvine Is Not Subject To This Court’s Specific Personal Jurisdiction As A Result Of The Broadcast Of WWE Programming In Georgia

Plaintiff additionally claims that Mr. Irvine is subject to the specific personal jurisdiction of this Court because he allegedly spoke the words “living legend” on WWE

programming that was broadcast into Georgia. See First Interrogatories, Ex. 1; Response No. 2 to Plaintiff's Response to First Interrogatories, Ex. 2. It is undisputed that any such alleged statements were made outside of Georgia. Those out-of-state statements, however, would be legally insufficient to support this Court's exercise of jurisdiction because Mr. Irvine did not purposefully direct his acts toward the State of Georgia. See Peridyne, 117 F.Supp.2d at 1370.

Mr. Irvine testified that he had no control over WWE television or Pay-Per-View contracts, nor did he have any involvement in the negotiations of agreements for the broadcast of WWE programming into Georgia. Irvine Depo., Ex. 6, at 51:11-14.; 51:21-23. Moreover, as Mr. McMahon testified, the television distributors have complete control over where programming broadcast on their networks is available, "and they want to have as broad a platform as possible." McMahon Depo., Ex. 4, at 63:5-15. WWE, therefore, no less Mr. Irvine personally, has no ability to prevent its programming from being available in any particular area, including, in Georgia. McMahon Depo., Ex. 4, at 63:5-15.

As discussed in detail above, recent decisions involving claims of specific personal jurisdiction over non-resident defendants based on television broadcasts into the forum state have ruled that such broadcasts by third-party television distributors are legally insufficient to support specific personal jurisdiction broadcasts thus constituted "the unilateral activity of a third-party [which] is not an appropriate consideration when

determining whether a defendant has sufficient contacts with a forum state to justify an assertion of jurisdiction.” Overton, 2001 WL 1911359, at *5; see also Kulik Photography, 975 F.Supp. at 813-14; Tristata Technology, 961 F.Supp. at 690. Indeed, as an independent contractor, simply under contract with WWE, it would be legally inappropriate and manifestly unfair to impute to Mr. Irvine broadcasting issues over which neither he nor WWE undisputedly have any control.

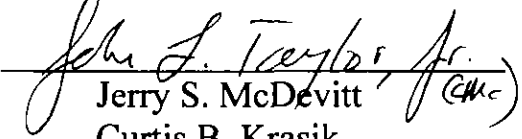
Similarly, in Madara, the Eleventh Circuit specifically ruled that an individual does not have minimum contacts with a forum when that individual’s statements are published in the forum by a third-party. Madara, 916 F.2d1517-18. Consistent with the television broadcast cases, the Eleventh Circuit held that, even if the individual reasonably could have foreseen that the statement would have reached the forum state, those contacts were not the result of the individual’s own personal acts and thus were not purposefully directed at the forum state. Id. at 1518-19, citing Asahi Metal Industry Co. v. Superior Court, 480 U.S. 102, 107 S.Ct. 1026, 1032-33 (1987)(defendant’s mere awareness that some of its products would eventually enter the forum state was not enough to support the exercise of personal jurisdiction). Accordingly, there is no evidence that Mr. Irvine purposefully directed any statements made in the course of WWE television programs into the State of Georgia. In the absence of evidence of that Mr. Irvine purposefully directed the alleged acts to Georgia, this Court cannot assert jurisdiction over a non-resident defendant for statements made outside of Georgia.

IV. CONCLUSION

For all the foregoing reasons, the Complaint in its entirety should be dismissed as against Mr. McMahon and Mr. Irvine pursuant to Fed.R.Civ.P. 12(b)(2).

Respectfully submitted,

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CERTIFICATION PURSUANT TO LOCAL RULE 7.1D

Pursuant to Local Rule 7.1D, counsel hereby certifies that this pleading has been prepared with Times New Roman font (14 point).

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

LARRY WHISTLER)
a/k/a LARRY ZBYSZKO)
a/k/a THE LIVING LEGEND,)
an individual,)

Plaintiff,)

vs.)

WORLD WRESTLING)
ENTERTAINMENT, INC., a Delaware)
Corporation, VINCE MCMAHON, an)
individual, CHRIS IRVINE a/k/a)
CHRIS JERICHO, a/k/a JERICHO, an)
individual,)

Defendants.)
_____)

Civil Action No. 1 02-CV-1008-CC

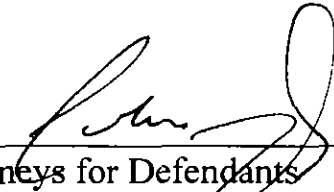
CERTIFICATE OF SERVICE

I hereby certify that on this day I served opposing counsel(s) of record with the foregoing ***MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS CLAIMS FOR LACK OF PERSONAL JURISDICTION BY DEFENDANTS VINCE McMAHON AND CHRIS IRVINE*** via First Class Mail, postage pre-paid to the following address:

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This 13th day of February, 2003.



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